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ABSTRACT

Collective bargaining agreements between the boards of trustees and faculty associations of nine selected community colleges in Pennsylvania are presented, representing contracts in effect in 1987. Contracts for the following colleges are presented: Community College of Allegheny County; Community College of Philadelphia; Delaware County Community College; Lehigh County Community College; Luzerne County Community College; Northampton County Area Community College; Reading Area Community College; Westmoreland County Community College; and Williamsport Area Community College. With some variation among the agreements in terms of coverage and detail, the following topics are dealt with: bargaining agent recognition; strikes and lockouts; faculty workload; bargaining agent rights; academic freedom; grievance procedures; reduction in force and recall; advisement; personal and professional leaves of absence; transfer; instructional technology; personnel files; evaluation procedures, teacher discipline, suspension, termination, and nonrenewal; extra-curricular involvement and committee assignments; outside employment; salary and fringe benefits; insurance; tuition reimbursement; retirement; a savings clause; and the duration, termination, and renewal of the agreement. Salary schedules are appended to many of the agreements. (EJV)

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ED294608

SELECTED COLLECTIVE BARGAINING AGREEMENTS OF PENNSYLVANIA TWO-YEAR COLLEGES

Collected by the
National Education Association
Washington, DC

JC 870 519

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ALLEGHENY
COUNTY

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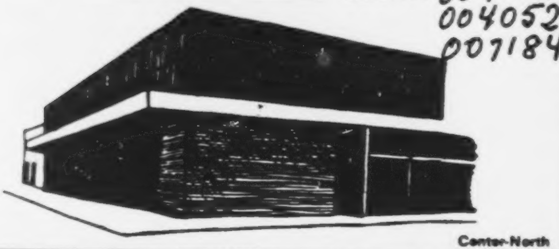


Center-North

COLLECTIVE BARGAINING AGREEMENT

South Campus

Between the

Community College of Allegheny County

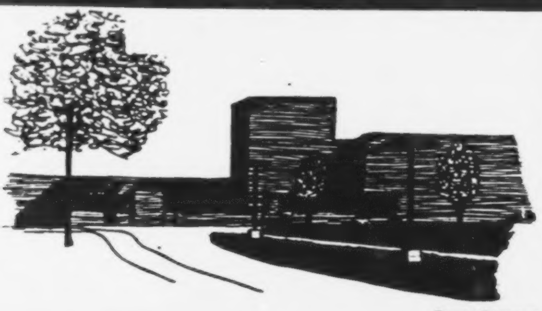
610 Smithfield St.
Pittsburgh, PA 15219
412/288-2088

(2 yr

and the

American Federation of Teachers LOCAL 2067 AFL-CIO

P.O. Box 99955
Pittsburgh, PA 15233
412/237-2504



Boyce Campus

Allegheny Campus

1983 -86

PREAMBLE

This Agreement made and entered into this 26th day of August, 1983, by and between the Community College of Allegheny County (called the College herein), through its Board of Trustees (called the Board herein) and the Community College of Allegheny County Federation of Teachers, Local 2067, American Federation of Teachers, AFL-CIO (called the Federation herein).

BY: Louis A Pappalardo

President, American Federation of Teachers
AFL-CIO - Local 2067

BY: Robert [illegible] Hill

Chairman, Board of Trustees
Community College of Allegheny County

Contract

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Note: These policies are those which were jointly developed by the College and the Federation during the negotiation period of the basic contract.

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

COMMUNITY COLLEGE OF ALLEGHENY COUNTY

AND THE

AMERICAN FEDERATION OF TEACHERS

LOCAL 2067

AFL-CIO

AUGUST 26, 1983
THROUGH
AUGUST 22, 1986

Article I

RECOGNITION

The Community College of Allegheny County (called the "College" herein) recognizes the Community College of Allegheny County Federation of Teachers, Local 2067, American Federation of Teachers, AFL-CIO (called the "Federation" herein) as the sole and exclusive bargaining representative for the following classes of employees (called "Employee(s)" herein):

> All full-time teaching faculty (including temporary appointments of one (1) academic year's duration), counselors, assistant librarians, athletic coaches, lecturers with one (1) year contracts, audio-visual specialists, division faculty advisors, division chairmen, department heads, laboratory technicians, audio-visual technicians, and library technicians, and excluding head librarians, the Assistant Dean of Students, Directors of Admissions, Placements, Counselors, Student Activities, Athletics, Financial Aid, Evening Division, Continuing Education and Audio-Visual, Assistant Director of Evening Division, Assistant Director of Admissions, Assistant to Director of Student Activities, Coordinator of Student Activities, Executive Dean, Deans, Assistant Deans of Faculty, Bookstore Managers, all Central Office (headquarters) personnel, all part-time faculty, and the Director and Assistant Director of Homewood-Brushton Center, and all management, supervisory and first-level supervisory employees as defined in Act 195. Any individual contract between the College and an Employee shall be subject to the terms of this Agreement.

Article II

RESPONSIBILITIES OF THE PARTIES

A. Each of the parties hereto acknowledges the rights and responsibilities of the other party and agrees to discharge its responsibilities under this Agreement.

B. The Federation (its officers and representatives, at all levels) and all Employees are bound to observe the provisions of this Agreement.

C. The College (its officers and representatives, at all levels) is bound to observe the provisions of this Agreement.

D. In addition to the responsibilities that may be provided elsewhere in this Agreement, the following shall be observed:

   1. There shall be no intimidation or coercion of Employees into joining the Federation or continuing their membership therein, and there shall be no interference with the rights of Employees to become or continue to be members of the Federation.

   2. The Federation, its officers and members, may engage in Federation activities or hold any meeting on Board property provided that it does not interfere with or interrupt normal College operations or the obligations and duties of faculty members as Employees.

3. There shall be no discrimination, restraint, or coercion against any Employee because of membership or non-membership in the Federation, nor for activity on behalf of the Federation.

Article III

STRIKES AND LOCKOUTS

A. The applicable procedures of this Agreement will be followed for the settlement of grievances or complaints.

B. During the term of this Agreement neither the Federation nor its agents will authorize, instigate, aid, condone, or engage in a work stoppage or strike, or other interruption or any impeding of work at any facility of the College.

C. In the event of any such strike, slowdown, stoppage of work or other concerted refusal to work by any Employee or group of Employees, the Federation shall promptly and publicly disavow such action and request and direct the Employees to return to work immediately.

D. There shall be no lockouts, strikes, work stoppages, or other interruption or impeding of work during the term of this Agreement.

Article IV

GRIEVANCE PROCEDURE

A. The following procedure shall be followed in resolving grievances. A grievance is:

1. An allegation that there has been a violation, misinterpretation or improper application of the terms and conditions of this Agreement, or

2. A complaint involving the work situation or that there has been an alleged breach, violation, misinterpretation, inequitable or otherwise improper application of, or a deviation from, any policy, practice, or procedure which relates to wages, hours or working conditions.

STEP 1: Any aggrieved Employee, either directly or through the Federation representative, and the Assistant Dean, Head Librarian, Dean of Students or other administrator of like authority who may be appropriate to the grievance, shall make every effort to resolve a grievance informally, provided, however, that no grievance may be processed unless done so within thirty (30) days after the act or condition giving rise to the grievance or within thirty (30) days after the date on which the grievant knew, or reasonably should have known, of such act or condition, whichever is later. Nothing herein shall restrict the right of any Employee that is provided in Section 606 of Act 195.

STEP 2: If the grievance is not resolved within seven (7) days after discussions are initiated in Step 1 above, the Federation may, within seven (7) days thereafter, submit it on the appropriate form to the administrator with whom it was discussed. The administrator shall, within seven (7) days after receipt of the grievance, meet with the Employee, if any, and the Federation in an effort to adjust the matter to the satisfaction of all concerned. The administrator shall make a decision and communicate it in writing to the Employee, if any, and the Federation within seven (7) days after the meeting.

STEP 3: The decision of the administrator may be appealed from by the Federation on the appropriate form to the Executive Dean within seven (7) days after its receipt. The Executive Dean, or his/her authorized designee shall, within seven (7) days after receipt of the grievance, meet with the Employee, if any, and the Federation in an effort to adjust the matter to the satisfaction of all concerned. The Executive Dean or his/her authorized designee shall make a decision and communicate it in writing to the Employee, if any, and the Federation within seven (7) days after the meeting.

STEP 4: The decision of the Executive Dean or his/her authorized designee may be appealed from by the Federation on the appropriate form to the College President within seven (7) days after its receipt. The College President or his/her authorized designee shall, within seven (7) days after the receipt of the appeal, meet with the Employee, if any, and the Federation in an effort to adjust the matter to the satisfaction of all concerned.

The College President or his/her authorized designee shall make a decision and communicate it in writing to the Employee, if any, and the Federation within twenty (20) days after the meeting.

STEP 5: a. Within twenty (20) days after the receipt of the decision of the College President or his/her authorized designee, if the grievance is a matter arising under A.1. above (except for certain grievances relating to personnel actions where the procedure for disposition is set forth in specific articles in this Agreement) the decision may be appealed from only by the President of the Federation or his/her previously specified designee. The Federation shall advance the grievance to arbitration by notifying the College of its intent to arbitrate. Representatives of the Federation and the College shall select an arbitrator from a panel of permanent arbitrators. In the event either party refuses to proceed to arbitration as aforesaid, the other party shall have the right to request a panel of seven (7) arbitrators from the American Arbitration Association and to proceed to arbitration under its rules, provided, however, neither party by agreeing to the aforesaid waives its right to seek a court order enjoining the arbitration hearing schedules by the American Arbitration Association. The arbitrator shall hold a hearing promptly and issue his/her decision within thirty (30) days, but failure to do so shall not void the award. Seven (7) days notice shall be given all parties of the time and place of the hearing. The decision including awards of the arbitrator shall be final and binding on the parties, but he/she shall have no authority to add to, subtract from, or modify this Agreement or make any decision which requires the commission of an act prohibited by law.

The arbitrator's fees and those of the American Arbitration Association shall be shared by the Federation and the College, but each shall bear its own costs of presenting its case to the arbitrator.

b. If the grievance is a matter arising under A.2. above, within twenty (20) days after the receipt of the decision of the College President or his/her designee, the decision may be appealed from only by the President of the Federation or his/her previously specified designee. The Federation shall advance the decision to advisory arbitration by notifying the College of its intent to arbitrate. The procedure for advisory arbitration shall be as specified in A.1., except that the decision of the arbitrator will not be binding upon the parties.

Should the College fail to implement the decision of the arbitrator, or reach a suitable compromise, the Federation may appeal the matter to the Board of Trustees, or an appropriate sub-committee, which shall hold a hearing on the appeal at its next regularly scheduled meeting. The Chairman of the Board shall reply in writing to the Federation within seven (7) days after the Board's next regularly scheduled meeting. The decision of the Board shall be final and implemented immediately.

B. GENERAL PROVISIONS

1. A grievance based on the action of authority higher than the Assistant Dean, Head Librarian, Dean of Students or other administrator of like authority shall be initiated at that step of the grievance procedure. The general procedures relating to that step shall apply to the presentation and adjustment of the grievance, including the right of appeal.

2. The Federation may initiate or appeal a grievance at any step of this procedure.

3. Failure to communicate a decision at any step of this grievance procedure within the specified time limits shall permit it to be advanced to the next step, except that in STEP 4, failure of the College to respond within twenty (20) days shall result in the acceptance of the grievance and its proposed remedy. Failure to file or appeal a grievance within the specified time limits shall constitute acceptance of the decision last made. The aforesaid shall not apply if the time limits are extended by mutual agreement in writing.

4. Attendance at conferences, meetings, and hearings held under this grievance procedure shall be limited to those persons specified in the procedure, witnesses and/or resource people required by either party, and counsel for either party.

5. Conferences, meetings, and hearings held under this grievance procedure shall be scheduled at a time and place which will afford a

fair and reasonable opportunity for all persons entitled to be present to attend.

6. No Employee entitled to be present shall suffer loss of pay or any other penalty because of use of, or participation in, this grievance procedure.

7. No party shall use any visual or sound recording devices at any stage or step of this grievance procedure without the prior written approval of the other party. In the event one party desires to utilize the service of a court reporter in an arbitration hearing, that party shall first seek approval of the other. In the event the parties cannot agree, the requesting party shall inform the arbitrator of its desire for a court reporter and the reasons therefor. The arbitrator shall decide prior to the hearing of the case whether that party may utilize the services of a court reporter or the arbitrator on his/her motion may determine that the use of a court reporter would be appropriate.

8. "Days" as used in this Article shall be defined so as to mean calendar days, including weekends and holidays.

9. If either or both parties wish to submit a brief to the arbitrator, such brief must be forwarded to the arbitrator within thirty (30) days after the hearing.

10. Arbitration hearings shall be held at a mutually agreeable site.

11. The use of the word "grievance" herein refers to both grievances appealable to arbitration and other complaints, appealable to advisory arbitration, as set forth in A.1. and A.2. above.

12. Any settlement, withdrawal, or disposition of a grievance at any step below STEP 5 shall not constitute a binding precedent for the settlement of similar grievances in the future.

Article V

MANAGEMENT RIGHTS

Except as herein specifically provided, the operation and administration of the College, including the right to make rules and regulations pertaining thereto, shall be fully vested in its Board and the President and their duly designated representatives. Nothing herein stated shall be construed as a delegation or waiver of any powers or duties vested in the Board or any administrator by virtue of any provision of the laws of the Commonwealth of Pennsylvania. All parties to this Agreement, the Board and its representatives, shall take no action violative of any provision of this Agreement.

Article VI

RIGHTS AND PRIVILEGES OF THE FEDERATION

A. Copies of the official minutes of meetings of the Board of Trustees shall be provided to the Federation at the time of their regular distribution. In addition, the College shall maintain a complete set of all such minutes in each campus library.

B. The College shall compile and provide each Employee, each campus library, and the Federation a procedural handbook for each campus and the College. This shall be completed no later than ninety (90) days from the date this Agreement is executed. Changes shall be kept current and distributed to each Employee and at each campus library.

C. The College shall compile and provide to the Federation and the Employees, handbooks explaining the benefits provided by this Agreement. This handbook shall be completed no later than ninety (90) days after the effective date of this Agreement. Any change in fringe benefit coverage shall be mutually agreed upon by the College and the Federation. The College shall provide a description of such changes to the Federation and to each Employee no fewer than sixty (60) days prior to the institution of such changes.

D. Within thirty (30) days after hire or transfer of an Employee, the College shall provide the Federation with the following information: name, address, work location, rank, salary, and phone number if listed, of Employee. Within thirty (30) days of the termination of an Employee the College shall provide the Federation with the name of the Employee terminated. Within sixty (60) days of the start of each semester the College will provide the Federation with a complete list of all bargaining unit personnel.

E. The Federation shall be permitted to use the facilities of the College for transaction of its business on each campus. The Federation shall follow the rules and policies routinely utilized for proper use of College facilities. The use of such facilities by the Federation shall not interfere with classes or class schedules.

F. The College shall provide the Federation an office on each existing campus for the transaction of its business. The Federation shall furnish the office and may install telephone service at its own expense. The parties will confer as to the practicability of providing office space at other locations.

G. The College shall provide the Federation, upon request, material, information and/or other records which the Federation may reasonably require for the purpose of negotiating an Agreement or implementing this Agreement.

H. The Federation shall be permitted to use the College's inter-campus mail service and Employee mailboxes for the purpose of informing Employees of the Federation's official activities. The material shall carry an appropriate Federation identification.

The Federation agrees to indemnify and save the College harmless against any and all claims, demands, suits, or other forms of liability which shall arise out of or by reason of any alleged slanderous or libelous action taken by the Federation in the use of such services.

I. The Federation shall be provided with at least one (1) bulletin board in each building at each campus which shall be used solely for the purpose of posting Federation materials.

J. The Federation shall be provided with a copy of the agenda of all public meetings of the Board at the same time as such agenda is distributed to the members of the Board. In addition, the Federation may request information supplementary and complementary to the agenda, and such requests shall be granted so long as the information is not of a confidential nature.

K. Upon written request, the Federation President, or his/her designee, shall be afforded the opportunity to have a place on the agenda of public Board meetings. The request shall be submitted to the office of the College President at least two (2) working days before the meeting of the Board, and shall indicate the subject(s) to be presented.

L. The Federation President shall receive two (2) course reductions per semester, the Grievance Vice-President shall receive a one (1) course reduction per semester and each Vice-President (two (2) per campus) shall have one (1) course reduction per semester. For the purposes of this provision, a one (1) course reduction shall continue to mean a seven and one-half (7.5) hour reduction per week for non-teaching Employees.

M. The College President shall meet two (2) times during each semester and once during the summer with representatives of the Federation, not to exceed five (5), to discuss matters affecting terms and conditions of employment, including policies or plans for expansion and reorganization. These meetings will also provide for the discussion of Federation recommendations, matters of mutual concern, and matters relating to the implementation of this Agreement. At least two (2) weeks in advance of the scheduled meetings, each party shall submit to the other a proposed agenda of matters it desires to discuss. This shall not preclude the right of the Federation to meet with the College President on an emergency basis.

N. The Executive Dean of the campus and campus representatives of the Federation, not to exceed four (4), shall meet once a month, unless waived by both parties, for the purpose of discussing matters of educational policy and other matters of mutual concern as well as matters relating to the implementation of this Agreement. At least one (1) week in advance of the scheduled meeting, each party will submit to the other a proposed agenda of matters it desires to discuss. This shall not preclude the right of the Federation to meet with the Executive Dean on an emergency basis.

O. Forms to be used or developed for the administration of and/or implementation of this Agreement shall be mutually acceptable to the parties.

P. Each year within five (5) days after the approval of the College budget by the Board of Trustees, a copy of said budget shall be forwarded to the Federation. In addition, the College shall provide the Federation with a copy of the monthly financial statement. (That which appears in the Board minutes).

Q. Any Employee shall be entitled to have present a representative of the Federation at any meeting with a supervisor whenever displacement procedures relating to such Employee are being determined or at any meeting in which disciplinary action is discussed.

R. Whenever the College is considering a change in, or implementation of, a policy(ies) or procedures which relate to terms and conditions of employment, the College shall notify the Federation of its intent to do so. Said notification shall occur prior to the establishment of said change or implementation and shall include the proposed change and/or new policy.

Should the Federation desire to meet and discuss with the College on any item presented, the Federation will notify the College within seven (7) days of the receipt of notification of such intent. Such a meeting with the College shall occur within fourteen (14) days of such notification of a meeting.

Article VII

FEDERATION SECURITY

A. MAINTENANCE OF MEMBERSHIP

1. Each Employee who, on the effective date of this Agreement, is a member of the Federation, and each Employee who becomes a member after that date, shall maintain his/her membership in the Federation, provided that such Employee may resign from the Federation during a period of fifteen (15) days prior to the expiration of this Agreement or any renewal or extension thereof, by notifying both the College and the Federation by certified mail of his/her desire to terminate his/her membership. The payment of dues while a member shall be the only requisite employment condition.

B. CHECKOFF OF FEDERATION DUES

1. The College agrees to deduct the Federation's annual membership dues in twelve (12) equal installments from the pay of those Employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the College by the Federation, and the aggregate deductions of all Employees shall be remitted together with an itemized statement to the Federation by the last day of the succeeding month after such deductions are made. This authorization shall be irrevocable during the term of this Agreement as provided in the maintenance of membership provision above.

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2. The Federation shall indemnify and hold the College harmless against any and all claims, suits, orders, or judgments, which may arise out of the implementation of this Article.

Article VIII

FAIR PRACTICES

Neither the College nor the Federation shall discriminate against an Employee or any applicant for employment because of age, race, creed, color, handicap, national origin, sex, marital status, or membership in the Federation (or lack thereof), or activities on behalf of the Federation. The College and the Federation agree to abide by existing Federal and State laws and appropriate executive orders applicable to fair practices.

Article IX

SENIORITY

A. Seniority shall be determined by the following criteria, applied in order:

1. Years of satisfactory full-time service with the College as an Employee.

2. Temporary full-time employment or part-time employment at the College prior to full-time appointment, such service to be based on number of sections taught for teachers or days worked for other employees.

For all Employees, neither years of full-time service nor part-time employment need to be continuous to count towards seniority.

Except as provided herein, in no instance shall time spent outside the bargaining unit in the employ of the College be counted towards seniority.

B. Should the above not be determinative, ties will be broken by lot conducted by the Federation in the presence of the affected Employees.

C. Within sixty (60) days after the beginning of the Fall semester, the College shall provide the Federation with a systemwide seniority list.

Article X

EVALUATION

The College shall evaluate the Employees for the purpose of remediation, promotion, tenure, renewal and non-renewal. Procedures to be utilized are set forth in Appendix B.

Article XI

ACADEMIC FREEDOM

Academic freedom and its attendant responsibilities are essential to the fulfillment of the purposes of the College. Consistent with this statement:

1. Employees shall have the freedom in the classroom to utilize such materials and to discuss such topics as are relevant to their subject, appropriate to their teaching methods, and conducive to the attainment of the objectives and goals of the course.

2. It shall be the continuing responsibility of the College libraries to attempt to provide faculty and students with books and other learning materials that represent all points of view.

3. When Employees speak, write, or otherwise express themselves as private citizens, they shall at all times make clear that they are not representing the College.

4. Subject to the performance of their academic duties, Employees are entitled to freedom in research and in publication of the results.

Article XII

PERSONNEL FILE

A. All information relating to an Employee shall be kept in an official personnel file located in the appropriate Business Office. Copies from this file may be provided to Campus or College Office staff on a "need-to-know" basis. Access to personnel files will normally be limited to direct line of Supervision, Business Office, Payroll, and College Office Employee Relations personnel.

   1. A chronological record of materials included in or removed from the personnel file shall be attached to the file folder of each individual file. This record shall indicate the person(s) responsible for permanent inclusion or removal of the item and the date(s). This chronological record of materials shall not include such routine documents as the A-1 form used to record salary adjustments and routine personnel actions. Material placed in the file after the effective date of this Agreement and not so recorded in the chronological record may not be used against the Employee.

   2. Personnel files will be available to Employees on their free (non-scheduled) time during normal business hours and access will not be unreasonably denied. However, during times of peak work load, Employees may be asked to return at another time or make an appointment but in no case shall access be postponed for more than two (2) work days after the initial request.

B. No material concerning an Employee's conduct, service, character or personality shall be placed in the official file of such Employee unless:

1. It is authorized for placement by someone in the Employee's direct line of supervision.

2. It is signed by the author of such material who is a person having direct knowledge of the facts written therein or who has conducted an investigation to ascertain knowledge based on allegations of which he/she had no direct knowledge.

3. The Employee is given an opportunity to read the material promptly but in no case more than thirty (30) days from the incident or the reported date of the incident, whichever is later.

4. Copies of such documents are forwarded to the Employee, by certified mail, at the most recent home address on file.

5. Any material not so treated shall be given no weight or consideration for any purpose whatsoever and at the Employee's request shall be removed from the file.

C. An Employee shall have the right to answer any material now in his/her file as well as any material filed hereafter, and his/her answer shall be attached to the file copy with a copy sent to the immediate supervisor.

D. An Employee shall have the right to examine his/her file and shall, upon his/her request, be given copies of any material in his/her file except for confidential recommendations received in connection with his/her original appointment at the College.

E. Administrators should place in the Employee's file information of a positive nature, including special competencies, achievements, recognitions, performances, or contributions of an academic nature. Employees shall have the right to provide or request that such documents be placed in the file and such requests shall not be unreasonably denied.

F. Material not in the official file shall not be used against the Employee for any reason. This shall not preclude the taking of disciplinary action against an Employee for reasons unrelated to Appendix B (Evaluation Procedures) and based on information which has been obtained reasonably prior to such disciplinary action and which has not yet been placed in his/her file; further, materials containing information which should have reasonably been shown to the Employee in order to encourage remediation shall not be the basis for disciplinary action.

G. The Employee may challenge any material in his/her file through the grievance procedure and, if the challenge is sustained, the material shall be removed from the file.

Article XIII

RENEWALS AND TENURE

A. RENEWALS:

1. All Employees shall be employed on a continuing basis.

2. Each Employee being continued shall, no later than March 15 of each year, be asked, in writing, to confirm his/her intention to remain with the College. Such confirmation must be made in writing by the Employee no later than April 15 of each year.

3. An Employee not being continued shall be so notified in writing no later than March 15 and shall be given, in writing, the reasons for such action.

    a. No first-year Employee will be non-continued except for cause. If the cause is questioned, the matter shall be processed through the grievance procedure, and an appropriate committee of the Board shall be the final and binding step.

    b. During and after an Employee's second year at the College, non-continuance shall be only for just cause. If the cause is questioned, the matter shall be processed through the grievance procedure, and an appropriate committee of the Board shall be the final and binding step for such Employee(s) who have not yet earned tenure.

4. Before an Employee is non-continued because of unsatisfactory evaluation:

    a. There shall have been placed on file at least one (1) composite Unsatisfactory evaluation result,

    and

    b. The Employee has not improved his/her performance to a satisfactory level within a reasonable period of time.

B. TENURE FOR PROFESSIONAL EMPLOYEES:

1. Professional Employees who have four (4) years of service with Satisfactory composite evaluations at Community College of Allegheny County shall be granted tenure status.

2. An Employee will not be granted tenure unless such person has achieved a rank higher than instructor.

3. Non-continuance of a tenured Employee shall be only on the basis of incompetence, physical or mental incapacity which renders him/her unable to perform his/her assignment, or consistent failure to fulfill the responsibilities of the position.

4. Any tenured Employee who is notified of non-continuance shall have the right to process the matter through the grievance procedure, to and including final binding arbitration.

C. PERSONNEL ACTIONS:

The procedures of section A.3.a. and b., and B.4. shall be utilized for personnel actions other than those arising from Article X of this Agreement.

Article XIV

PROMOTIONS

A. Each year, not later than December 1, the College shall publish and distribute promotion criteria and the designed application as set forth in College Policy XIII.

B. Any Employee who meets the minimum requirements for promotion, as described in College Policy XII of this Agreement, may submit an application for promotion to the appropriate Dean.

1. This application shall follow receipt of the final performance evaluation results for the year in which any such Employee becomes eligible for promotion.

2. The appropriate Dean shall arrange for delivery of the application along with the applicant's personnel file to a campus committee consisting of an equal number of Administrators and Employees following a discussion of these materials with the candidate. The candidate may provide any additional information, explanation, clarification, or elaboration to support his/her candidacy.

C. A campus committee, comprised of an equal number of Administrators and Employees, will recommend to the Executive Dean of the campus, based upon an examination of the applicant's evaluative material, professional Employees for promotion into the ranks of Associate Professor and Professor. The number of professional Employees on each campus to be recommended for promotion shall be nine (9%) percent of the number of professional Employees assigned to that campus at the time of application and no fewer than fourteen (14) Employees at Allegheny Campus, eight (8) from South Campus, eight (8) from Boyce Campus, and two (2) from College Center-North. Additionally, each year two (2) Paraprofessionals may be promoted from Allegheny Campus, and one (1) Paraprofessional each from Boyce Campus, South Campus, and College Center-North.

The campus committee may also recommend those Instructors eligible for promotion to Assistant Professor, however, any Instructor with three (3) years of service with satisfactory performance evaluations at the college shall be promoted to Assistant Professor.

D. The Executive Dean shall forward the recommendations of the Campus Promotions Committee to the College President, who then shall forward his/her recommendations to the Board of Trustees. Should the College President not recommend a candidate, he/she will give the reasons in writing to the candidate and the candidate shall be automatically eligible for review by the College President the following year provided his/her performance continues to be satisfactory.

E. From among all the eligible professional Employees applying for promotion into the ranks of Associate Professor and Professor, nine (9%) percent of the number of professional Employees assigned to that Campus, at the time of application, and no fewer than fourteen (14) Employees at Allegheny Campus, eight (8) from South Campus, eight (8) from Boyce Campus, and two (2) from College Center-North, shall be granted promotions each year.

F. All candidates shall be informed, in writing, of the promotion decision no later than May 1.

Article XV

RIGHT TO RETURN TO UNIT

A. An Employee who accepts a position with the College outside the bargaining unit shall have the right to return to an available similar position in the unit if he/she exercises such right of return within two (2) years after accepting the non-bargaining unit position.

B. Such person shall retain all rights previously accrued as an Employee for the two (2)-year period and upon return to a bargaining position such rights will be bridged as though employment in the bargaining unit had not been interrupted.

C. Such return shall not, for a period of two (2) years, result in the displacement of another Employee in employment at the time of the return.

D. Provisions of this Article are effective as of August 1980 and do not apply to those Employees who had left the unit prior to August 1980.

E. Those persons will be subject to the provisions of the Collective Bargaining Agreement between Community College of Allegheny County and the American Federation of Teachers.

ARTICLE XVI

DISPLACEMENT

A. DISPLACEMENT DUE TO A REDUCTION IN FTES

Each October, commencing in 1983, the College and the Federation will review the number of full-time equivalent student credits (credit FTEs) as reported to the Commonwealth of Pennsylvania for reimbursement purposes and compare such computation on a collegewide basis with the collegewide credit FTEs of the previous October as reported to the Commonwealth for reimbursement purposes. If the number of credit FTEs has declined in an amount greater than ten percent (10%) from year to year, then the procedure set forth in paragraphs C through F below shall apply.

If the credit FTE count of any campus declines more than ten percent (10%) from October to October, an Employee who cannot make up a full-time load on his/her campus may be assigned to courses at other campuses for the purpose of filling a full-time load, or the most junior affected Employee(s) may be transferred to another campus.

B. DISPLACEMENT AND/OR TRANSFER DUE TO OTHER REASONS

The College reserves the right to displace and/or transfer Employees for:

1. A significant decline in enrollment in a discipline, or
2. Cancellation of programs, or
3. Movement and/or consolidation of programs.

In this event, the procedures of paragraphs C through F below shall apply.

C. DISPLACEMENT NOTIFICATION

If it appears to the College that Employees may be displaced, the College shall notify the Federation of the area(s) in which it expects displacement to occur and the number of Employees affected thereby. Such notification shall occur not later than March 1 to be effective the fall semester of the following calendar year. Employees who may be subject to displacement shall be notified no later than fifteen (15) days after the March 1 notice provided to the Federation.

D. TRANSFER NOTIFICATION

If it appears that an Employee may be transferred, the College shall notify the Federation of the area(s) in which it expects transfers to occur and the number of Employees affected thereby. Such notification shall occur no later than March 1 to be effective the next fall semester. Employees who may be subject to transfer shall be notified no later than fifteen (15) days after the March 1 notice provided to the Federation.

E. Displacement Procedure

In the event of a displacement, the following shall apply:

1. No Employee shall be displaced unless a majority portion of a full-time work load cannot be made available through elimination of part-time or overage assignments at his/her campus, or at any other campus. The minority portion of the affected Employee's full-time work load may be made up on his/her campus, or any other campus.

2. An Employee who cannot be employed in his/her area(s) of qualification as set forth above shall have the right to displace a lesser and the least senior Employee in his/her discipline in the College. For these purposes, if a displaced tenured Employee has demonstrated his/her competence by teaching an average of two (2) classes per academic year in another discipline for at least two (2) years (exclusive of overage), he/she shall have the right to displace the least senior nontenured Employee in the College in that discipline.

3. Any Employee displaced by this procedure shall be placed on a priority recall list for a period of:
   (a) three (3) years, or
   (b) five (5) years, if such Employee has more than five (5) years continuous service, whichever is the greater,

   for an available full-time position in the area of the Employee's qualifications. The Employee shall retain all rights and benefits earned prior to displacement, and upon return, shall have his/her service bridged as though it had been continuous.

   If a full-time position in the area of the Employee's qualifications becomes available during this recall period, the College shall so notify the Employee at the Employee's last known address, and the Federation, and request the Employee to respond promptly concerning whether the Employee desires to fill the position. If the Employee fails to respond promptly (within twenty (20) days after a certified letter has been mailed), or if the Employee is unwilling or unable to respond to the request, such Employee shall lose his/her right to that position.

4. Anything above to the contrary notwithstanding, any Employee who is displaced shall be given the first option for available part-time and overage assignments (at the overage rate) to a maximum number of eighteen (18) credit hours per semester, and twelve (12) credit hours per summer session.

   If a displaced Employee teaches the equivalent of a full-time load, then such Employee shall receive the normal College contribution towards the benefits set forth at Article XXVI B.1, 2, 3, 4, 5, 6, and 8, if such coverage is permitted by the carrier.

F. Transfer Procedure

In the event of a transfer, the following shall apply:

1. No Employee shall be transferred unless a majority portion of a full-time work load cannot be made available through elimination of part-time or overage assignments at his/her campus, or at any other campus. The minority portion of the affected Employee's full-time work load may be made up on his/her campus or any other campus.

2. The College shall attempt to recruit Employees to transfer on a voluntary basis. If the College is unable to recruit such Employees to transfer voluntarily, then the Employee(s) to be transferred shall be those Employees who are the least senior Employees in the discipline at the campus from which transferred.

   For these purposes, if a tenured Employee has demonstrated his/her competence of teaching two (2) courses per academic year in another discipline for at least two (2) years (exclusive of overage) he/she shall be able to use his/her continuous service to cause the involuntary transfer of the least senior nontenured Employee in the College in that discipline.

3. An Employee so transferred by this procedure shall be returned to the campus from which transferred prior to the hiring of other persons in the area of the Employee's qualifications. The procedure used in the appointment of new Employees or the voluntary transfer of other Employees shall not apply to such Employees upon return.

G. DISPLACEMENT

In the event Employees receive a notice of displacement or are displaced, the parties shall meet and discuss concerning such displacement for the purpose of determining what steps, if any, should be taken by the parties to deal effectively with the situation.

Article XVII

ADVERTISING AND TRANSFER

A. An Employee may request transfer to any open position in the bargaining unit that does not involve a change in professional level and for which he/she is qualified.

B. In the event the College determines that a vacancy and/or opening in the bargaining unit exists, the College shall post notices of such vacancies concurrently with the placing of advertisements with other sources. The College shall also supply copies of such notices to the Federation Vice Presidents. Prior to such advertisement, the College shall have notified the affected department and provided it with affirmative action guidelines which shall be adhered to by the department. The position may not be filled until a period of thirty (30) days from the date of posting and/or advertising has elapsed.

C. An Employee will be permitted to transfer on the following basis:

1. The person meets the qualification of the position as posted.

2. The person is interviewed and recommended by the department or its review committee. Such interview and recommendation process shall be accomplished prior to the interview of external candidates.

3. Affirmative action guidelines are adhered to.

Assuming Employees meet the conditions stated above, they shall not be denied a transfer unless there is a reasonable basis for doing so. Reasons for denial of a transfer shall be given in writing to the Employee and the Federation within fifteen (15) days after the screening committee makes its recommendations to the appropriate Dean.

In the event that two (2) or more qualified Employees apply for the same position, seniority, as defined herein, shall be the determining criterion.

D. Employees shall not have a right to transfer into a position vacated by a transferring Employee.

E. Should the College modify its qualifications or guidelines at any time after the initial advertising, the position shall not be filled extramurally if an Employee requesting transfer fulfills the modified qualifications and guidelines.

F. In the event an unanticipated vacancy occurs, and such position must be filled within a thirty (30) day period, the College may fill such position for that semester with part-time employees or overage assignments.

G. Except as specified in Article XVI, Employees shall not be required to accept transfer from one campus to another except by mutual agreement between the College and the Employee.

H. An Employee who transfers shall receive his/her current salary unless there is a change in calendar in which case his/her current salary will be adjusted in accordance with Article XXVI.A.2.

Article XVIII

ADVISEMENT

A. There shall be a faculty advisor program on each campus which shall provide student academic advisement throughout the College.

B. Present faculty advisor programs at Boyce and South Campuses shall be continued under present practices, subject to changes which shall be negotiated by the parties to this Agreement and which shall be mutually agreeable.

C. Faculty advisors at Boyce and South Campuses shall be compensated by:

   1. A stipend equivalent to a three (3) credit overage per academic term, or by a course load reduction per academic term, at the discretion of the Executive Dean. For work performed between Fall and Spring terms, the advisor shall be paid on a per diem basis.

   2. A stipend equivalent to that for teaching two (2) three (3) - credit courses, or on a per diem basis, whichever is greater, for summer work. In addition, such advisors may elect to teach two (2) summer three (3)-credit overage courses provided such election does not deny any other Employees a third overage or interfere with scheduled advisement hours.

D. The present faculty advisor program at College Center-North shall be continued under present practices, subject to changes which shall be negotiated by the parties to the agreement and which shall be mutually agreeable.

E. At Allegheny Campus, the advisement system now mutually agreed upon by the College and the Federation shall be implemented for the duration of this Agreement. The number of advisors, compensation or load reduction, and hours of work shall also be as specified in the agreement between the College and the Federation.

F. At the request of either the College or the Federation, a campus ad hoc committee comprised of an equal number of administrators selected by the College and Employees selected by the Federation shall convene to evaluate the effectiveness of the advisement program on any campus and to make recommendations for change. Such changes shall require the mutual agreement of the Executive Dean and the Federation.

Article XIX

GENERAL PROVISIONS

A. In the event the College cannot function as scheduled, the College shall consult with the Federation on the manner of rescheduling work and the need to reset times and dates of this Agreement so as to complete the academic calendar or other activities which may have been interrupted.

Following such consultation, the College may either reschedule the work or may furlough Employees as necessary.

The manner of furloughing shall be accomplished in consultation with the Federation.

B. Should necessary meetings or other responsibilities as specified in the Agreement require an Employee's presence on campus, when except for such requirement the Employee would not have to be present, reasonable advance notice of such required presence must be given.

C. WORKSITES

Normally, Employees shall not be required as a condition of employment to work on more than one (1) campus. Employees may, however, be required to work at more than a single location in the performance of their employment responsibilities (e.g., nursing, paramedical technologies, etc.). Such Employees shall be granted travel expenses covering local travel between worksites. No Employee shall be eligible for reimbursement for travel to and from his home and usual place of work assignment during the normal work week. When work requires an Employee to go directly from his/her home to a location other than his/her regular office, the Employee is reimbursed for the difference in cost between the method of transportation normally used between his/her home and office and the round trip expense actually incurred from his/her home to that location. Should circumstances necessitate that an Employee be at more than one (1) worksite on any single day as a part of the normal workload of that Employee, he/she shall be compensated for travel expenses for round-trip mileage between worksites. Reasonable travel time and, if appropriate, meal time shall be provided for those Employees who may be required to work at more than one (1) site in any single day.

No Employee shall be required to work at more than one (1) site so long as a person qualified for the work to be performed is willing to accept the assignment.

In the event that the College requires an Employee to work at more than one (1) site, the most junior Employee qualified for the work to be performed shall be assigned.

D. NOTIFICATION OF CHANGE IN YEARLY SCHEDULE:

The College shall notify an Employee no later than March 15 concerning any change (to or from ten (10) or twelve (12) months) in the yearly employment arrangement. Any such change of service so required shall become effective in the Fall semester of the following calendar year.

E. Administrators may be assigned teaching responsibilities as part of their normal work. No more than two (2) courses per academic year with a maximum of eight (8) credits will be assigned to any administrator.

Administrators shall, if assigned teaching responsibilities, meet the same performance qualifications expected of teaching Employees.

This paragraph shall not be utilized to deprive Employees of full-time employment.

This paragraph shall not be utilized to deprive Employees of an overage except where the expertise of the administrator is necessary.

F. Employees shall be reimbursed in accordance with present College policy for expenses when engaged in authorized College business, including but not limited to, field trips.

G. GRANTS:

1. Persons filling unit-eligible grant-funded positions shall be considered Employees.
2. Personnel provisions of grants inconsistent with this Agreement shall however apply, any provision of this Agreement to the contrary notwithstanding. The College shall not deliberately attempt to circumvent the intent of this Agreement in the writing of grants.
3. Displacement of Employees hired as a result of the grant may occur immediately upon cancellation or termination of a grant.
4. Employees hired for a grant-funded position shall have no right to displace other Employees.
5. A regular full-time Employee who transfers to a grant-funded position retains his/her departmental rights under the Collective Bargaining Agreement should the grant be terminated.

H. REGULAR PART-TIME EMPLOYEES

Regular part-time Employees (as distinguished from part-time teaching persons or others hired for providing instructional services for less than one (1) year (See Article I) are unit-eligible. This also includes those Employees hired under a grant if it is reasonably forseeable they will be employed for a period of one year or longer.

Positions for these Employees shall be budgeted and created by formal action of the Board of Trustees of the College.

Regular part-time Employees shall receive only the benefits set forth below:

1. Holidays, personal days and vacation benefits as provided in the Collective Bargaining Agreement. Vacation, personal days and holidays benefits shall be provided on a pro-rata basis. The pay for such benefits shall be based on the average number of hours per week worked for the previous semester or quarter. The semester work average will be used for those persons employed on a semester basis, and the quarter average will be used for those employed on an annual basis.
2. The College shall provide and wholly contribute to a life insurance program for these Employees in the amount of Twenty Thousand ($20,000) Dollars.

3. The College shall provide and wholly contribute to the accidental death and dismemberment provision (double indemnity) attached to the life insurance program.
4. The College shall provide and wholly contribute to a life insurance program for spouses of regular part-time Employees with a Five Thousand ($5,000) Dollar benefit, and for each dependent child of these Employees for a One Thousand ($1,000) Dollar benefit.
5. The College shall permit enrollment by regular part-time Employees in the basic hospital/surgical plan, major medical plan, and disability plan as specified in Article XXVI, B.1, 2., 3., 4., 5., 6., and 8., at an additional Employee contribution of fifty (50%) percent of the cost to the College.
6. Retirement benefits shall be provided by the College to the extent permitted by the carrier.
7. Regular part-time Employees shall accrue no seniority under this Agreement.

I. NON-UNIT-ELIGIBLE PART-TIME EMPLOYEES

Casual employees (persons who are hired on a temporary, seasonal, irregular or as-needed basis) are not unit-eligible.

Article XX

EMPLOYMENT ARRANGEMENTS

A. TEACHING EMPLOYEES:

1. *FACULTY CAMPUS HOURS:*

   When teaching Employees are not scheduled for classes, office hours, College committees, or other required College meetings, they are not required to be on campus. College officials may call on faculty members when necessary in emergency situations.

   Each teaching Employee shall maintain a minimum of five (5) office hours per week. Normally, office hours will be scheduled on at least four (4) days during the regular academic terms. Employees normally shall not be required to maintain office hours on days when they are not scheduled to teach. Employees may be required to participate in no more than two (2) hours of College meetings per week during the regular academic terms.

   In situations where a faculty member is required to teach at more than one site, office hours may be scheduled at that site, if facilities permit, with the approval of the appropriate administrator.

2. *STANDARD EMPLOYMENT ARRANGEMENTS FOR TEACHING EMPLOYEES:*
   a. 10-month teaching Employees will normally be required to teach two (2) semester terms (Fall and Spring) each academic year.
   b. 12-month teaching Employees will normally be required to teach two (2) semester terms (Fall and Spring) and a Summer term each academic year.
   c. The College may call upon 10- and 12-month Employees for registration, ad hoc committees, College and campus department and division committees, accreditation, Collegewide surveys, College and campus meetings, inservice training, orientation, and department/division meetings beginning five (5) days before the opening of classes for the Fall and Spring semesters, and for assistance in registration, an additional contiguous two (2) days.

d. The College may, in addition, call upon 12-month Employees for the duties specified immediately above beginning three (3) days before the opening of classes for the Summer term and, for assistance in registration, an additional two (2) contiguous days.

e. The regular academic semesters and the Summer term shall end, with respect to a teaching Employee's duties, after the Employee's last scheduled final examination provided that grade reporting procedures and Review and Appeals Boards have been completed. During the period between semesters, Employees may be required to be on campus only for compelling and unavoidable reasons.

3. *DEPARTMENTAL ASSIGNMENT:*

a. All Employees shall be assigned to one (1) department for administrative purposes, and all of their professional work assignments shall normally be within that department. An Employee's departmental assignment shall be duly noted in his/her personnel file.

b. Should an Employee teach a majority of his/her course load in each of two (2) or more consecutive semesters in a department other than the one to which he/she is currently assigned, in the third consecutive semester in which this occurs, the department assignment shall be changed and duly noted in his/her personnel file, after notification of such is given to the affected Employee.

c. Employees shall not be required to teach or work in departments other than their assigned departments for more than two (2) consecutive semesters unless it is necessary to complete their full-time teaching loads.

4. *GUIDELINES FOR SCHEDULING OF TEACHING EMPLOYEES:*

a. While the College maintains the right to set schedules, it agrees to exercise that right in the following manner:

(1) The appropriate Dean shall work cooperatively with individual departments and the Department Head in the determination of day, evening, Saturday, Sunday, media and Summer course offerings taught both on campus and at off-campus locations and number of sections.

(2) The Department Head, in consultation with the department, shall draw up a tentative list of courses and sections based upon past and projected enrollment and student needs. The Department Head shall then submit this tentative list to the appropriate dean for his/her approval.

Upon approval these courses and sections will become the Master Course Schedule which will then be used to construct tentative individual teaching schedules in accordance with the following:

(a) Tentative individual teaching schedules shall be drawn so as to permit, within reason, Employees to engage in scholarly, professional, and/or other pursuits in their fields, and to permit handling of unusual personal circumstances.

(b) To the extent practicable, from term to term, Employees shall be permitted to elect courses different from those they have been teaching but for which they are qualified.

(c) Except for such practica and laboratories as are scheduled for more than three (3) consecutive hours, normally no Employee shall be required to teach more than three (3) consecutive hours (unless the Employee so requests and the College agrees).

(d) No Employee shall be required to teach for a time period exceeding eight (8) consecutive hours.

(e) No teaching Employee may be required to teach a class which extends after 5:00 P.M. or any Saturday class unless it is necessary to complete his/her full-time teaching load.

(f) To the extent practicable, when an Employee is scheduled to teach evening courses as part of his/her full-time teaching load, such Employee shall not be assigned a second evening course until all qualified Employees in that discipline have been assigned one (1) evening course under the same conditions. This procedure shall apply sequentially, on a continuing and equitable basis, regardless of seniority, as numbers of such classes increase.

(g) Except at the Employee's written request and exclusive of overage, a minimum of eleven (11) hours shall elapse between the end of the Employee's last regularly scheduled class or work hour and the first regularly scheduled class or work hour on the following day.

(h) All courses for each full-time faculty member will appear on the Master Schedule. The campus will not place any part of a full-time faculty member's schedule on "Hold" or cancel any part of his/her schedule without consultation with the Department Head.

b. Individual teaching schedules shall be submitted to the appropriate Dean for his/her review, including compliance with the foregoing, and approval. These schedules shall provide for the due consideration of the impact of class size, workloads, number of students, student needs and qualifications of department faculty for course assignments.

Every effort shall be made to include a sufficient number of sections so as to provide a full-time workload for each Employee not subject to or affected by a displacement or a transfer growing out of a displacement situation.

In the event approval of an individual teaching schedule is denied, the reasons in writing shall be given to the affected Employee and the Department Head, and the matter shall be resolved in consultation among the Dean, the Department Head and the affected Employee.

Every effort shall be made to include a sufficient number of sections so as to provide a full-time work-load for each Employee not subject to or affected by a displacement or a transfer growing out of a displacement situation.

c. To the extent practicable, confirmation of tentative individual teaching schedules shall be given to the Employee(s) at least thirty (30) days prior to the end of the preceding term, but in no case later than the last day of classes of that term. Should circumstances necessitate that changes be made, such changes shall be effected in consultation with the Department Head and the affected Employee(s).

5. No 10-month teaching Employee shall be required to teach more than thirty (30) credit hours per academic year or eighteen (18) credit hours per semester.

6. No 12-month Employee shall be required to teach more than thirty (30) credit hours during the Fall and Spring semesters, eighteen (18) credit hours per semester, or more than ten (10) credit hours during the Summer term.

7. A teaching Employee shall not be scheduled to teach more than three (3) preparations in any one (1) semester. When necessary to complete a normal teaching load, a fourth preparation may be assigned, and the affected Employee will receive a two hundred ($200) dollar stipend for the fourth preparation. In no case shall a fifth preparation be assigned. If the Employee elects a fifth preparation and the College agrees, the affected Employee will receive a two hundred ($200) dollar stipend.

Commencing September 1, 1984, when necessary to complete a normal teaching load, a fourth preparation may be assigned, and the affected Employee will receive a two hundred fifty ($250) dollar stipend for fourth preparation. In no case shall a fifth preparation be assigned. If the Employee elects a fifth preparation and the College agrees, the affected Employee will receive a two hundred fifty ($250) dollar stipend.

a. For the purposes of this Article, the term preparation shall specifically exclude laboratory sections and practica or other quantitatively or qualitatively similar activities.

b. In cases in which two (2) or more courses are scheduled simultaneously, the Employee shall be credited with only one (1) preparation.

c. Neither the College nor the Employee shall manipulate a teaching schedule so as to create extra preparation payments or deny payment for legitimately scheduled extra preparations.

8. No Employee teaching in the areas of Physics, Chemistry, and Biology, shall be required to teach more than thirty-four (34) contact hours per academic year. Where the Employee is required to teach more than thirty-four (34) contact hours he/she shall be compensated at a rate of one hundred and fifty ($150) dollars per contact hour in excess of thirty-four (34).

9. Advisees shall be assigned equitably among the teaching Employees on each campus. The appropriate Dean, or the DFA, where such exists, shall assign students in a program first to the Employee(s) who are teaching in that major area or in a closely-related

area. Should equitable distribution of advisees require that teaching Employees advise students in programs outside their academic divisions, an Employee shall be assigned such advisees in only one (1) program from outside his/her division.

10. Any teaching Employee (s) currently employed on a twelve (12)-month basis shall not be required to change his/her employment arrangement to a ten (10)-month basis. Such Employees may request employment on a ten (10)-month basis. Unless there is a reasonable basis for denial communicated in writing, the College will honor such requests, if a ten (10)-month position is available.

B. COUNSELORS, LIBRARIANS AND AUDIO-VISUAL SPECIALISTS:

1. *HOURS OF WORK:*

a. Such Employees shall not be scheduled to work:

(1) More than thirty-seven and one-half (37½) hours weekly. Two and one-half (2½) hours of this time, as scheduled between the Employee and his/her supervisor, may be spent in unassigned, self-directed professional activities. Conflicts in scheduling the two and one-half (2½) hours of professional activities shall be resolved on the basis of seniority and thereafter, from term to term, such preferences shall be met sequentially, on a continuing and equitable basis regardless of seniority.

(2) More than five (5) days weekly.

(3) More than seven and one-half (7½) consecutive hours a day exclusive of mealtime. Except that when an Employee is scheduled for less than a full day, the hours not worked will be scheduled on one (1) or more of the other four (4) days worked in that week.

(4) Saturday and Sunday in one (1) week.

(5) More than one (1) evening in one week.

The above conditions may be waived if the Employee so requests in writing and the College confirms in writing.

b. Such Employee, who agrees to work in excess of thirty-seven and one-half (37½) hours in one (1) week shall be granted compensatory time which may be cumulative, but may not exceed thirty-seven and one-half (37½) hours. Compensatory time must be taken by the end of the semester following the semester in which it was accumulated.

2. *STANDARD EMPLOYMENT ARRANGEMENTS:*

a. Counselors, Librarians and Audio-Visual Specialists shall be assigned and be eligible for promotion in rank.

b. Any Counselor, Librarian, or Audio-Visual Specialist currently employed on a twelve (12)-month basis shall not be required to change his/her employment arrangement to a ten (10)-month basis. Such Employee(s) may request employment on a ten (10)-month basis. Unless there is a reasonable basis for denial communicated in writing, the College will honor such requests, if a ten (10)-month position is available.

c. Any Counselors, Librarians or Audio-Visual Specialists hired during the term of this Agreement may be appointed on a ten (10)-month or twelve (12)-month basis at the College's discretion.

d. Counselors, Librarians and Audio-Visual Specialists may request or may be assigned teaching assignments (equivalent to the credits for that course) in departments where they are qualified and meet minimum criteria for placement or within their own discipline. Such teaching assignments shall be mutually agreed upon by the Employee and his/her immediate supervisor. Normally, the teaching assignment shall be treated as an overage with any required make-up time rescheduled by the appropriate supervisor in consultation with the Employee.

e. Written job descriptions shall be maintained for each Counselor, Librarian, and Audio-Visual Specialist. The job description shall contain those duties which are of a skill level or area of responsibility appropriate for such position. Such job descriptions shall be sent to the appropriate Employee(s). Any change in job descriptions shall be discussed with the Employee(s) and any new or changed job descriptions shall be sent to the Federation.

3. *SCHEDULING:*

While the College maintains the right to set schedules, such Employees shall work together with their Department Head, if designated, or immediate supervisor, as applicable, in the scheduling of work assignments. This shall be done, within reason, so as to permit the Employee(s) to engage in scholarly, professional, and/or other pursuits in their fields, and to permit the handling of unusual personal circumstances.

To the extent practicable, confirmation of tentative individual schedules shall be given to the Employees at least thirty (30) days prior to the end of the preceding term or Summer session, but in no case later than the last day of classes of that term or session. Should circumstances necessitate that changes be made in individual schedules by the College, such changes shall be effected in consultation with the Department Head, or immediate supervisor, as applicable, and the affected Employee(s).

4. *MISCELLANEOUS:*

a. Except on an emergency or occasional basis, Librarians shall be on duty at all times when the main library is open.

b. No employee shall perform professional counseling nor have the title of "Counselor" unless such employee is approved by the Counseling Department.

C. PARAPROFESSIONAL EMPLOYEES

1. *HOURS OF WORK:*

a. Such Employees shall not be required to work:

(1) More than thirty-seven and one-half (37½) hours weekly.

(2) More than five (5) days weekly.

(3) More than seven and one-half (7½) consecutive hours a day, exclusive of mealtime. Except that when an Employee is scheduled for less than a full day, the hours not worked will be scheduled on one or more of the other four (4) days worked in that week.

(4) On consecutive Saturdays and Sundays.

(5) More than one (1) evening in one (1) week.

The above conditions may be waived if the Employee so requests in writing and the College confirms in writing.

b. Such Employees who, with the approval of the College, work in excess of thirty-seven and one-half (37½) hours in one (1) week will be paid overtime on the following basis:

(1) Hourly wages or compensatory time off at straight time will be paid for the first two and one-half (2½) hours of overtime worked in one (1) week.

(2) Hourly wages or compensatory time off at time and one-half will be paid for all hours over forty (40) in any one (1) week.

(3) Compensatory time off in the place of wages may be taken if the Employee so prefers.

2. *STANDARD EMPLOYMENT ARRANGEMENTS:*

a. Any Paraprofessional currently employed on a twelve (12)-month basis shall not be required to change his/her employment arrangement to a ten (10)-month basis. Such Employees may request employment on a ten (10)-month basis. Unless there is a reasonable basis for denial communicated in writing, the College will honor such requests, if a ten (10)-month position is available.

b. Any Paraprofessional hired during the term of this Agreement may be appointed on a ten (10)-month or twelve (12)-month basis at the College's discretion.

c. Paraprofessional Employees may request or may be assigned teaching assignments (equivalent to the credits for that course) in departments where they are qualified and meet minimum criteria for placement or within their own discipline. Such teaching assignments shall be mutually agreed upon by the Employee and his/her immediate supervisor. Normally, the teaching assignments shall be treated as an overage per Article XXVI, C.

d. Written job descriptions shall be maintained for each paraprofessional position. The job description shall contain only those duties which are of a skill level or area of responsibility appropriate for such position. Such job descriptions shall be sent to the appropriate Employee(s). Any change in job descriptions shall be discussed with the Employee(s) and any new or changed job description shall be sent to the Federation.

3. *SCHEDULING:*

While the College maintains the right to set schedules, such Employees shall work together with their department head, if designated, or immediate supervisor, in the scheduling of work assignments. This shall be done, within reason, so as to permit the Employees to engage in scholarly, professional, and/or other pursuits in their fields, and to permit the handling of unusual personal circumstances.

4. *PROBATIONARY CONDITIONS AND TERMINATION:*

a. Within the first six (6) months probationary period, such Employees may be terminated without recourse to the grievance procedure.

b. Beginning with the seventh (7th) month of employment, such Employee may be terminated for just cause and have recourse to the grievance procedure to and including binding arbitration.

5. *MISCELLANEOUS:*

a. A Paraprofessional at the Tech II or Assistant Instructor rank when properly credentialed and qualified, shall be accorded an interview and given preference for appointment to a teaching or other professional position when an opening arises.

b. If a Paraprofessional at the Tech II or Assistant Instructor rank assumes a teaching or other professional position, time and rank as a Technician does not apply to probationary period as a professional Employee.

Article XXI

WORKING CONDITIONS

A. 1. The College shall provide office space for all professional Employees, and necessary office/work space for paraprofessional Employees.

2. The office space currently allotted to each Employee shall not be reduced.

3. Counselors shall have individual offices.

4. Each office shall be equipped with a telephone, and shall have adequate lighting and ventilation. Each Employee shall be provided with a lockable desk, a lockable file cabinet, bookshelves, a wastebasket, at least two (2) chairs, and adequate office supplies.

5. No more than two (2) Employees will normally be assigned to one (1) office in existing facilities.

6. The College shall not unreasonably limit Employees the use of all physical education and recreational facilities when not otherwise scheduled.

7. Employees shall not be unreasonably denied access to their offices and to facilities needed to perform professional responsibilities.

B. 1. During day and evening hours of instruction, there shall be for Employee(s)' use, reasonable availability of necessary equipment, including but not limited to, duplicating machines, typewriters, calculators, test-grading machines, audio-visual equipment and supplies necessary for the production of classroom materials and other related work.

2. The College shall maintain the present level of secretarial services to teaching Employees. The duties of such secretaries shall be primarily to provide clerical assistance to these Employees. These secretaries shall continue to be assigned to individual academic departments and divisions and shall be located within reasonable proximity to such Employees.

3. The College shall continue to provide necessary secretarial services to Employees in supportive services.

C. Adequate seating/work space, as applicable, shall be provided for students. Each lecture classroom shall be equipped with a lectern, a teacher's table and chair, adequate chalkboard space, chalk, erasers, and a wastebasket. Each classroom shall be equipped with room-darkening equipment necessary to create an appropriate setting for audio-visual instruction. Personnel shall be provided for the delivery, set-up, guidance in operation, dismantling and return of audio-visual equipment and instructional materials. Every effort shall be made to provide adequate equipment, on a timely basis, for all courses that require specialized instructional equipment. Enrollment in technical classes in which potentially hazardous equipment is used shall be limited by safety conditions.

D. For current facilities, the College shall continue to provide adequate, conveniently located free parking for Employees. The College will continue to provide security services for parking facilities.

E. The College shall provide reasonable security services for Employees. Additonally, the College will endeavor to improve upon the existing services, and shall provide contact points for Employees to call in the event of emergencies.

Procedures to be followed in the event of emergency shall be published by the College and distributed to all Employees.

F. All rooms and halls in the buildings of the College shall be kept clean and equipped with appropriate supplies. Such rooms and halls shall have adequate and safe heating, lighting and ventilation.

G. The campus bookstore(s) shall provide, in a timely fashion, sufficient quantities of books and/or other materials ordered by Employees for classroom use.

H. The College will make every effort to have student events scheduled so that they will not impact adversely on scheduled classroom activities.

I. If required by the Federation, each campus will establish an ad hoc committee consisting of Employees and administrators to assess requests for additional office equipment and clerical assistance. These recommendations will be forwarded to the appropriate Executive Dean.

J. Whenever there are proposed changes in facilities that affect an area used primarily by department(s), the College shall consult with the department(s) about the use of such facilities and the proposed design. The campus will consult with the Federation on matters regarding the use modification or expansion of existing facilities where such modification or expansions impact on the working conditions (Article XXI) of Employees.

K. The College shall continue to provide Employee liability insurance coverage as described in the College Policy Manual.

Article XXII

VACATIONS

A. All Employees who are employed on a twelve (12)-month basis shall be entitled to vacation in accordance with the following:

1. During the first year of employment, paraprofessionals shall receive two and one-half (2½) days vacation for each quarter (or majority fraction thereof) worked prior to September 1st.

2. During the first year of employment, other twelve (12)-month Employees shall receive one (1) week vacation for each quarter (or majority fraction thereof) worked prior to September 1st.

3. Full-time twelve (12)-month Employees who have been employed by the College prior to September 1st shall receive during the ensuing twelve-month period from September 1st to August 31st:

    a. If a paraprofessional Employee: two (2) weeks vacation; after completion of five (5) years of continuous service, three (3) weeks vacation.

    b. If a professional Employee, four (4) weeks vacation during such period.

    Any Employee removed from a twelve (12)-month employment arrangement and who worked on such arrangement prior to September 1 of any year, shall receive vacation days per quarter (or majority fraction thereof) as set forth in a. and b. above.

4. Normally, all vacation time must be pre-authorized by the appropriate assistant dean or supervisor. The College shall schedule vacations giving preference based upon continuous service with the College. Vacation requests shall be honored unless there is a reasonable basis for denial. Request for vacation between September 1st and March 31st will be granted without regard to seniority so long as such requests are made giving reasonable advance notice.

    Vacation requests shall be submitted no later than April 1, and each Employee shall be notified of his/her vacation schedule not later than April 15. Any Employee who fails to submit a vacation request prior to April 1 shall be scheduled without regard to continuous service.

5. Vacation schedules shall not be changed without mutual consent.

6. Vacation time taken need not be consecutive, but at least two (2) weeks of vacation time for professionals and one (1) week for paraprofessionals must be taken in at least one (1) week periods. All other vacation days must be scheduled giving reasonable notice to, and with approval in writing of, the immediate supervisor.

7. Employees may carry over ten (10) days vacation from one year to another with a maximum accumulation of thirty (30) days.

B. All Counselors, Librarians, and Audio-Visual Specialists who are employed on a ten (10)-month basis shall be granted sixteen (16) work days of vacation scheduled in accordance with 4, 5, and 6 above.

C. Upon termination of employment, the Employee shall receive pay for any unused vacation to which he/she is entitled. Said pay shall be computed at the rate the Employee earned at the time of termination.

Article XXIII

HOLIDAYS

A. New Year's Eve, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day, Good Friday, Presidents' Day and Columbus Day are regarded as holidays.

B. The following holidays shall be celebrated during Christmas week:

Presidents' Day
Columbus Day

Additional days shall be given by the College to provide for one (1) week without work during the Christmas season. Said additional days shall be considered holidays. The Christmas season schedule of holidays and any additional days (holidays) shall be determined by the parties no later than November 1.

C. If a holiday occurs during an Employee's vacation, said holiday may be taken on another work day.

D. Other religious holidays or observances will be covered by collegial cooperation.

Article XXIV

TUITION REIMBURSEMENT

A. Employees, after having completed two (2) semesters of service with the College, are eligible for reimbursement of tuition for courses (or their equivalent in professional training) taken to improve effectiveness.

B. Courses or professional training for which reimbursement is granted must be relevant to the Employee's major or allied fields, or for special educational purposes, or degree objective, and must have the prior written approval of the Executive Dean. The courses or professional training must also be satisfactorily completed prior to reimbursement.

C. Reimbursement will be for tuition fees only.

D. Employees and their dependents (spouse, children, and dependents, as defined in IRS regulations) may take courses, credit or non-credit, at the Community College without direct payment upon presentation of approved form up to the limits set forth in E.2. below. Tuition for such courses taken at the College will be charged directly to the tuition reimbursement fund.

E. Reimbursement to the Employee will be based on the following:

1. a. Effective September 1, 1983, an annual fund of Eighty-Five Thousand ($85,000) Dollars shall be set aside for tuition reimbursement to Employees under conditions specified under XXIV A., B., C., and D.

   b. Effective September 1, 1985, an annual fund of Ninety Thousand ($90,000) Dollars shall be set aside for tuition reimbursement to Employees under conditions specified under XXIV A., B., C., and D.

2. An Employee (and dependent(s)) shall be entitled to a total tuition reimbursement up to a sum of Eight Hundred ($800) Dollars per family unit for courses taken at Community College of Allegheny County. Employees only shall also be entitled to tuition reimbursement up to a sum of Seven Hundred ($700) Dollars for courses taken outside the Community College of Allegheny County.

3. No later than September 15, all requests for tuition reimbursement, professional training or their equivalent in professional training for the previous September 1 through August 31 period must be submitted.

4. Not later than November 1, whatever monies remain in the tuition reimbursement fund from the previous September 1 through August 31 period shall be prorated among Employees to pay up to one hundred per cent (100%) of the tuition for the first two (2) courses or their equivalent in professional training. Any monies which remain at that time shall be prorated among all Employees who took more than two (2) courses or their equivalent in professional training, up to one hundred per cent (100%) of their tuition.

   Any sums which then remain shall be prorated among all Employees who incurred for themselves and their dependents as a family unit more than Eight Hundred ($800) Dollars in tuition costs at CCAC to pay up to one hundred percent (100%) of said costs.

ARTICLE XXV

LEAVES AND ABSENCES

A. LEAVES

1. Childbearing Leave

(a) Upon written request to her immediate supervisor, a pregnant Employee shall be granted a Childbearing leave of absence. The request for such leave shall include certification of pregnancy from the Employee's physician and the anticipated duration of the leave. The request shall be submitted sixty (60) days in advance of the beginning of the leave. However, all or part of such notice may be waived in the event the Employee's physician certifies that said disability must begin earlier due to reasons of health.

(b) Childbearing leave shall be granted under the same terms and conditions that apply to leaves of absence for other disabilities as described in Article XXVI, Section B.7 of this Agreement.

(c) When the disability ceases, an Employee must provide to the College, certification from the Employee's physician of her ability to return to work. The Employee shall return to work at the beginning of the semester immediately following the termination of the pregnancy or on a mutually agreed upon date which will cause the least work disruption, unless the Employee has opted to utilize the Childrearing Leave.

2. Childrearing Leave

(a) Upon written request, an Employee with at least two (2) semesters with the College shall be granted a leave of absence without pay for the purpose of rearing and caring for the Employee's newly born or adopted child. The request for such leave must be submitted to the Employee's supervisor with copies to the Campus Executive Dean and Business Office at least sixty (60) days prior to the beginning of such leave or, in the case of adoption, as soon as the date of custody is known. In the event the Childrearing Leave is requested in conjunction with the Childbearing Leave, all or part of such notice may be waived in the event the Employee's physician certifies that the Childbearing Leave must begin earlier due to reasons of health.

(b) The request for Childrearing Leave must include the anticipated duration of the leave. Such leave shall not exceed two (2) semesters for an individual employed on a semester basis or one (1) year for an individual employed on an annual basis. Where appropriate, such leave shall be used in conjunction with a Childbearing Leave. An individual employed on a semester basis shall return to work at the beginning of the semester immediately following termination of the leave; an individual employed on an annual basis shall return to work on a date not to exceed one (1) year which is mutually agreed to by the supervisor and the Employee. The Employee must notify the College of his/her intent to return to work thirty (30) days prior to the return date.

(c) A Childrearing Leave which does not exceed six (6) months shall not be deemed a break in service, and such time shall be calculated as time served with seniority to which the Employee would have been entitled had he/she been in regular service of the College. An Employee taking such leave for more than six (6) months shall have his/her service bridged. Upon return to the College, the Employee shall be placed in his/her prior position or as close thereto as possible.

(d) During such leave, an Employee may continue to participate in all insurance coverages in effect at the time of the leave. Continuation of these benefits shall be at no cost to the College. The Employee must notify the Campus Business Office and the College Benefits Department of his/her intent to continue these benefits and arrange for payment. The Employee shall not accrue vacation days, personal days or holidays during such leave.

3. Bereavement Leave

An Employee shall be granted up to five (5) days bereavement leave with pay for death of a parent, spouse, child, brother or sister; up to three (3) days for the death of a parent of spouse, son-in-law or daughter-in-law; and up to two (2) days for grandparent, grandchild, brother-in-law or sister-in-law, or any near relative who resides in the same household with the Employee, or any person with whom the Employee has made his/her home. Collegial cooperation shall provide for the Employee's assignments.

4. Jury Duty Leave

An Employee called for jury duty or subpoenaed to attend court shall receive the difference between his/her regular rate of pay and any payment for such appearance. Evidence in the form of a subpoena or other written notification shall be presented to the Employee's Dean as far in advance as is practicable. The College shall have the right to request the appropriate authorities to relieve such Employee of jury duty or court appearance in any manner permitted by law, and the Employee is expected to report for regular College duty when his/her attendance at court is not required either for the aforementioned jury duty or as a subpoenaed witness.

5. Military Leave

a. Whenever an Employee enlists or is drafted into active military service of the United States of America (which includes alternate service approved by the Selective Service Commission), he/

she shall be granted a military leave without pay, in accordance with law. An Employee on such authorized military leave will be required, within ninety (90) days after his/her severance from such service, to notify the College of his/her availability for employment. The Employee shall have the right to return to the same position he/she held before going on military leave or to an equivalent position for which he/she is qualified, with such benefits as required by law. During the period of such leave, the Employee shall receive no credit for tenure and/or sabbatical leave, unless required by law.

b. Employees who are members of Reserve Components of the Armed Forces or members of the Pennsylvania National Guard are entitled to a leave with pay on all working days not exceeding fifteen (15) calendar days in any calendar year during which they are engaged in authorized field training.

c. Employees who are members of the Pennsylvania National Guard are entitled to leaves without pay on all days during which they shall, as members of the National Guard, be engaged in active service for the Commonwealth. For all other purposes they shall be deemed to be regularly employed by the College.

6. Sabbatical Leave

(a) To qualify for consideration as a candidate for sabbatical leave, an Employee must have completed six (6) years or more of successful service at the Community College of Allegheny County since beginning service or since his/her last sabbatical.

(b) Procedure

(1) Only sabbatical leaves which will result in increased individual performance or produce academically or socially useful results valuable to the College shall be granted. Qualified applicants shall be granted sabbatical leave on the basis of years of service since the date of hiring, or in the event that Employee has had a sabbatical, on the basis of years of service from the date of return from his/her last sabbatical.

(2) Eligible candidates shall make application on the form (Appendix H) to the appropriate Dean during the period from October 15 to December 1 of the year preceding the intended leave. A receipt attached to this form shall be signed by the appropriate Dean and returned to the applicant. The applicant will be notified not later than February 1 of any action taken. A denial of the request shall be accompanied by reasons in writing.

(c) Conditions

(1) The College shall award sabbatical leaves to qualified Employees on a campus-by-campus basis. Each year the College shall grant sabbatical leaves to four (4%) percent of the Employees on said campus at the time of application and no fewer than five (5) at Allegheny Campus, three (3) at Boyce Campus, three (3) at South Campus and one (1) at College Center-North.

(2) Sabbatical leave may be for one-half (½) year at one-half (½) of annual base salary, or one (1) year at sixty (60%) percent of annual base salary. The total number of sabbatical leaves granted shall be no less than the percentage or numbers as indicated in (c).(1) above.

(3) An Employee granted a sabbatical leave will be entitled to the benefits he/she would accrue during full-time duty. Upon return to the College, after having completed his/her sabbatical leave, such Employee shall be placed on his/her prior assignment, or as close thereto as possible.

7. Leaves For Service To The Federation

Any Employee who is elected or appointed to a full-time position with the Federation or its affiliated organizations will, upon written application submitted ninety (90) days, but not less than thirty (30) days prior to the start of the semester, be granted a leave of absence without pay for a period not to exceed two (2) semesters, or not to exceed two (2) years if elected or appointed to a Federation office of such term.

Upon return to the College, after having completed such service, such Employee shall be placed on his/her prior assignment, or as close thereto as possible, with all accrued benefits and increments to which he/she would have been entitled had he/she been in regular service of the College, subject to the payment of contributions provided for hereafter, where necessary.

Employees on such leaves of absence shall be permitted to continue their contributions, as well as those of the Board, for insurance and other benefits at no cost to the College.

8. Special Leaves

a. (1) Unless there is a reasonable basis for denial, special leaves of absence without pay for full-time Employees will be approved by the President of the College for one (1) year or less and may be renewed for an additional year, for special purposes including acceptance of a fellowship, residency required for an advanced degree, full-time graduate study, or other reasons which would be of benefit to both the Employee and the College. Teaching Employees will not be granted special leaves for periods of less than one (1) semester.

(2) Requests for such leaves must be made in writing not less than ninety (90) days prior to the date such leave might take effect.

(3) Upon return to the College, after having completed such unpaid leave of absence, such Employee shall be placed on his/her prior assignment or as close thereto as possible, with all accrued benefits and increments to which he/she would have been entitled had he/she been in regular service of the College, subject to the payment of contributions provided for hereafter, where necessary.

(4) An Employee granted such leave may continue the benefits provided by the College at no cost to the College.

(5) After a period of two (2) years spent on such leave, an Employee shall accrue no further seniority until his/her return to the College.

b. In addition, unless there is a reasonable basis for denial, leaves of absence without pay or the accrual of benefits may be granted to an Employee for personal convenience. Such leaves shall be for one (1) term (or less for non-teaching Employees) and renewable once upon request. A request for such leave shall be made in writing as soon as possible but not less than thirty (30) days prior to the term such leave might take effect. Upon return to the College, after having completed such unpaid leave of absence, such Employee shall be placed on his/her prior assignment, or as close thereto as possible. An Employee granted such leave may continue the benefits provided by the College at no cost to the College.

c. Any Employee who by illness or accident is unable to perform his/her normal work assignment shall be entitled to a medical leave. When it appears likely that the duration of an Employee's disability will extend beyond one (1) month, the Employee, when able, shall notify his/her Assistant Dean or immediate supervisor in writing of such disability. The notification letter shall specify the nature of the disability and the anticipated length of leave requested. Such leaves shall not exceed one (1) year, except for compelling reasons. When possible, the Employee shall notify the College of his/her intent to return no less than sixty (60) days prior to that return date and provide appropriate medical certification of recovery.

d. An Employee whose position may be at risk with the College due to (a) declining student enrollment, (b) cancellation of programs, or (c) changes in the employment market for his/her position may request a leave for the purpose of attending a College, University or other appropriate educational institution so that the Employee may utilize options which may become available.

The request for leave shall be accompanied with:

(a) Basis for the request;

(b) Proposed course of study;

(c) Anticipated value to the College.

The leave may extend for a maximum period of one (1) year and shall not be unreasonably denied by the College.

This shall be a partial leave in that the Employee shall continue to work for the College on a reduced schedule of six (6) to nine (9) credit hours (or other appropriate percentage for non-teaching Employees or those teaching in non-traditional areas) with an appropriate reduction in salary.

The College will continue to provide benefits during this partial leave of absence.

These partial leaves shall not be granted to persons whose area of qualification does not appear to be subject to displacement problems, where the proposed course of study does not appear to offer prospective value to the College in employment terms, or where the Employee is seeking training so as to gain employment with another Employer.

The Employee shall continue to accrue continuous service during any such partial leave.

B. ABSENCES:

1. COLLEGIAL COOPERATION:

a. Following eight (8) consecutive days of absence covered by collegial cooperation, the College shall arrange for coverage of ensuing absences. Unless there is reasonable basis for denial, Employees will be given the option to provide coverage for ensuing absences at overage rates. Employees absent for more than eight (8) consecutive days shall avail themselves of the provisions of Article XXVI, Section B, Paragraph 7 of this Agreement.

b. Employees shall suffer no loss in pay for absences covered by collegial cooperation. Absences as a result of emergency shall not require collegial cooperation nor result in loss of pay.

2. ***PERSONAL DAYS:***

Counselors, librarians, audio-visual specialists and paraprofessionals shall be permitted to use two (2) days per year for personal reasons, such as business obligations, religious obligations, religious observances or other important personal matters. These Employees shall make a timely request to use these days and permission shall not be unreasonably denied.

A paraprofessional Employee who has perfect attendance during six (6) consecutive months shall be eligible for one additional personal day. A maximum of two (2) additional personal days may be accumulated in any given year. These additional days must be taken within six (6) months of their earned entitlement.

ARITCLE XXVI

COMPENSATION AND FRINGE BENEFITS

A. ANNUAL BASE SALARY

1. For the Academic Years 1983-84, 1984-85 and 1985-86, Employees shall receive increases as set forth in Appendix A.
2. The twelve (12) month hiring and promotion salary schedule and a twelve (12) month salary is based on a differential of twenty-five percent (25%) over the ten (10) month hiring and promotion salary schedule and ten (10) month salary.
3. Employees hired during the term of this Agreement shall have their credentials evaluated in accordance with the provisions of College Policy XII and shall be assigned a salary and rank in accordance therewith.

B. FRINGE BENEFITS:

1. *HOSPITALIZATION-SURGICAL INSURANCE:*
   - a. The College will continue its present participation in the current Blue Cross/Blue Shield hospitalization-surgical insurance plan at a rate of ninety percent (90%) of the cost for each participating Employee.
   - b. If the Employee so elects, the College shall contribute monthly toward his/her membership in the Penn Group Health Plan an amount equal to that which it would have contributed in order to pay for that Employee's participation in the group insurance plan for hospital, medical, surgical, and related services provided by this Agreement.
2. *MAJOR MEDICAL INSURANCE:*

   The College shall continue to provide and wholly contribute to the major medical insurance plan in effect immediately prior to the signing of this Agreement.
3. DENTAL INSURANCE

   The present dental insurance plan shall be terminated and replaced with the Blue Cross/Blue Shield dental plan A. The College, the Federation and other interested parties will cause this change to occur promptly.

   Effective September 1, 1983, the College will contribute twenty-five ($25,00) dollars, or ninety (90%) percent, of the total monthly premium of the dental plan for a participating Employee, whichever is the lesser.

   Effective September 1, 1984, the College will contribute ninety (90%) percent of the total monthly premium for such coverage for each participating Employee.

   Any change in carrier resulting in a change in premiums shall require the mutual agreement of the College and the Federation.
4. VISION INSURANCE

   The College shall continue to provide and contribute ninety (90%) percent of the total premium for each participating Employee in the current Vision Care Plan.

5. *"65 SPECIAL" HEALTH INSURANCE:*

The College shall continue to provide and wholly contribute to the "65 Special" Blue Cross Program for those Employees 65 years of age or older.

6. *HEALTH INSURANCE PROTECTION FOR DEPENDENTS OF DECEASED EMPLOYEES:*

The College shall continue to provide and wholly contribute to a ninety (90) day extension of an Employee's hospitalization-surgical and major medical programs for dependents of a deceased Employee who had participated in such programs.

7. *SALARY PROTECTION DUE TO SICKNESS AND ACCIDENT:*

Employees who are absent due to non-occupational sickness or accident shall first avail themselves of collegial cooperation as provided in Article XXV, Paragraph B. After the first eight (8) days of collegial cooperation, the College will arrange for coverage either on an overage or part-time basis.

The College will pay the Employee sick pay in the amount of two-thirds (2/3) of his/her regular salary after the eighth (8th) consecutive day and through the thirty-first (31st) consecutive day of absence. During the second and third months of absence, the Employee will be paid his/her full salary. Maximum benefits will be maintained, to the extent permissible, on the basis of full salary. Following the third month of absence, Employees with one (1) or more years of service with the College shall then be covered by the short-term and long-term disability insurance coverage provided by the College.

8. *DISABILITY INSURANCE:*

a. The College shall continue to provide and wholly contribute to the short-term and long-term disability insurance plans in effect immediately prior to the signing of this Agreement. Effective with this Agreement the maximum monthly payment shall continue to be sixty (60%) percent of the monthly salary to a maximum payment of three thousand ($3,000) dollars per month.

b. For Employees who become disabled after the effective date of this Agreement, the College will provide and wholly contribute to the Hospitalization-Surgical and Major Medical Insurance in effect for the Employee for the duration of the disability not to exceed one (1) year.

9. GROUP LIFE INSURANCE

a. The College shall continue to provide and wholly contribute to the life insurance program in effect immediately prior to the execution of this Agreement. Effective September 1, 1984, the maximum life insurance benefit shall be raised to seventy-five thousand ($75,000) dollars.

b. The College shall continue to provide and wholly contribute to the double indemnity accidental death and dismemberment provision attached to this life insurance program.

c. Effective with this Agreement, the College shall provide and wholly contribute to life insurance for spouse at five thousand dollars ($5,000) and each dependent child at one thousand dollars ($1,000).

10. GROUP AUTOMOBILE INSURANCE PROGRAM

The College shall allow a payroll deduction for Employees who participate in the group auto insurance program authorized and approved by the Federation. No more than one (1) said plan shall be authorized.

11. *RETIREMENT:*

The College shall continue to participate in the authorized pension programs in effect immediately prior to the execution of this Agreement. There shall be no forced retirement age. All benefits guaranteed by this Agreement shall continue regardless of age, so long as the Employee continues to work, but shall be reduced or discontinued where required because of statutory law or contractual restrictions imposed upon the College by an outside party.

12. TRAVEL INSURANCE

Accident insurance in the amount of one hundred thousand ($100,000) dollars is provided for all Employees under the age of 70 traveling on official College business. Normally, the form set forth in Appendix D shall be utilized.

13. TUITION REIMBURSEMENT

The College shall continue to provide tuition reimbursement benefits as set forth in Article XXIV.

14. DUES REIMBURSEMENT

The College shall continue to provide one-half (½) of professional dues for Employee memberships up to a maximum of twenty-five dollars ($25) provided the organization(s)' purposes and objectives directly relate to the Employee's area(s) of competence.

15. DEPARTMENTAL TRAVEL BUDGETS

a. The College shall continue to provide one hundred and ten dollars ($110) per Employee per annum for travel and professional development, including but not limited to meetings, conferences, and workshops. Such sums shall be allocated to individual departments on the basis of the number of department Employees.
Effective September 1, 1984 the one hundred and ten ($110) dollar travel allowance per Employee, per annum, shall be increased to on hundred fifty ($150) dollars. Effective September 1, 1985, this rate shall be increased to two hundred ($200) dollars.

b. The College shall continue its practices regarding application and approval procedures for such professional activities.

c. After each March 1, the Department Heads of each division shall, in cooperation with the Assistant Dean, determine the most appropriate use of any sum remaining.

d. Reimbursement for expenses incurred in such professional activities shall be in accordance with established College policy pertaining thereto.

16. CONSOLIDATION

a. The monies provided for dues reimbursement and travel allowance shall be considered a common fund and shall be interchangeable provided individual entitlements have been observed.

b. Unused portions of this common fund in any one (1) year shall be carried over and added to the fund in the next year.

c. Each year, by September 30, the College shall provide the Federation with an itemized accounting of this fund, including any money being carried over and added to the fund in the next year.

C. ADDITIONAL COMPENSATION:

Employees who, in addition to normal full-time workloads, accept further College-authorized responsibilities and/or work shall receive additional compensation dependent upon the nature and the time requirements of the work performed.

1. *TEACHING OVERAGES:*

a. Present practices regarding overage preference shall continue, except that Employees shall also be given preference for Day Division credit course overages.

b. Employees scheduled to teach in the summer session(s) shall be offered a schedule of two (2) courses, if available, and may teach as many as four (4) courses provided this does not deprive any other Employee of an overage. Where three (3)-week summer sessions are scheduled, Employees shall teach no more than one (1) course per three (3)-week summer session.

c. Employees shall teach no more than one (1) course per semester on an overage basis except for overages accrued as a result of absences of colleagues.

d. The Department Head, in cooperation with the department, shall review and recommend overage assignments in the following sequence:

(1) Qualified Employees within the department.
(2) Qualified Employees from other departments.
(3) Part-time Employees approved by the department.

2. *NON-TEACHING OVERAGES:*

   a. Employees who accept additional responsibilities in such areas as program development and coordination, course and curriculum development, coordination and/or direction of fine arts activities falling within Student Activities funding guidelines, or who accept responsibilities in any non-teaching activity authorized and approved by the College, shall earn additional compensation at the prevailing per credit hour compensation rate if such rate is applicable.

   b. Compensation in the form of stipends, per diems, or other remunerative forms, including but not limited to released time, will be applied to responsibilities or work not reducible to the per credit hour rate of overage compensation.

   c. The Employee and the Executive Dean or his/her designee shall mutually agree on the total amount of overage compensation.

   d. All non-teaching overage assignments between Employees and the College shall be stipulated in writing on the form specified in Appendix G . Such form shall include the nature and scope of the responsibilities and the amount of compensation. A copy of such completed form shall immediately be sent to the Federation.

3. OVERAGE COMPENSATION RATE

   Employees shall continue to receive the rate of two hundred and fifty ($250) dollars per credit hour for all non-teaching overages and the per credit hour rate for teaching overages shall continue to be two hundred and seventy-five ($275) dollars per credit hour.

   Effective the beginning of the Spring Semester, 1984, the per credit hour for teaching and non-teaching overages shall be increased to three hundred ($300) dollars. Effective the Spring Semester, 1985, the per credit hour for teaching and non-teaching overages shall be increased to three hundred and twenty-five ($325) dollars. Effective the Spring Semester, 1986, the per credit hour for teaching and non-teaching overages shall be increased to three hundred and fifty ($350) dollars.

4. PER DIEM COMPENSATION RATE

   The per diem rate shall be seventy-five ($75) dollars per day.

D. PAY PERIODS:

1. Employees, other than Paraprofessionals, shall be paid monthly over a twelve (12)-month period.

   Paraprofessionals shall be paid semi-monthly over a twelve (12)-month period.

2. An Employee whose additional duties during the semester qualify him/her for a stipend or overage compensation shall have such stipend or overage compensation paid in four (4) equal installments commencing in September and February. Annual stipends shall be paid in the same manner with one-half (½) the annual stipend accruing each semester.

3. Present practices as to payment of earnings for summer school work shall continue; however, the College shall provide the Employee with the option to have taxes withheld in accordance with the form provided in Appendix F.

4. Per diem stipends shall be paid in the month following that in which the additional duties were performed.

5. Within thirty (30) days of the effective date of this Agreement, the College will consult with the Federation concerning a letter explaining the accrual policy for salaries. Within sixty (60) days from the effective date of this Agreement, the College shall send a copy of such letter to all Employees.

E. LEVELING

The parties have agreed to a total sum of forty thousand ($40,000) dollars to be applied for leveling. The Employees eligible for leveling are those in full-time service with the College effective August 22, 1983 whose salaries fall below those computed under the guidelines set forth in Table 3.

If after applying the September 1, 1985 salary increases, an eligible Employee's salary falls below that set forth in Table 3, said Employee's salary shall be increased to said table effective September 1, 1985, provided such increases do not exceed the sum of forty thousand ($40,000) dollars. In this event the parties shall adjust the distribution.

Article XXVII

DEPARTMENT HEAD

A. The Department Head shall perform the functions as set forth in Paragraph G of this Article.

B. Department Heads in departments with one (1) to five (5) Employees shall receive a stipend of one thousand five hundred ($1,500) dollars per year, or, at option of the Employee, a one (1) course reduction per semester. Department Heads, in departments with six (6) to twelve (12) Employees shall receive a stipend of one thousand three hundred fifty ($1,350) dollars per year and one (1) course reduction per semester. Department Heads in departments with thirteen (13) to sixteen (16) Employees shall receive a stipend of one thousand five hundred fifty ($1,550) dollars and two (2) course reductions per semester. Department Heads in departments with seventeen (17) or more Employees shall receive a stipend of one thousand seven hundred ($1,700) dollars per year and two (2) course reductions per semester.

Effective with the Fall Semester, 1984, Department Heads in departments with one (1) to five (5) Employees shall receive a stipend of one thousand seven hundred twenty-five ($1,725) dollars per year or, at option of the Employee, a one (1) course reduction per semester. Department Heads in departments with six (6) to twelve (12) Employees shall receive a stipend of one thousand five hundred fifty ($1,550) dollars per year and one (1) course reduction per semester. Department Heads in departments with thirteen (13) to sixteen (16) Employees shall receive a stipend of one thousand seven hundred eighty ($1,780) dollars and two (2) course reductions per semester. Department Heads in departments with seventeen (17) or more Employees shall receive a stipend of one thousand nine hundred fifty ($1,950) dollars per year and two (2) course reductions per semester.

C. In the Spring term Department Heads shall be selected in accordance with the procedure set forth as follows:

1. The members of departments shall nominate one (1) person for the position of Department Head and submit the nomination to the appropriate Dean not later than March 15.
2. Within fifteen (15) days after the nomination, the Executive Dean shall either confirm or reject the nomination. Such rejection shall contain, in writing, the reasons for rejection.
3. In the event a nominee is not accepted, the department shall submit the name of another nominee to the appropriate Dean.
4. If the College does not accept a nominee the second time, the College may appoint an interim Department Head to serve for one (1) academic semester. Such appointee must be selected from among the Employees of the affected department. In the last month of the term of office of an interim Department Head, the department shall again nominate. No interim Department Head may be appointed by the College to serve an additional interim term without departmental agreement.

D. Department Heads shall serve a two (2)-year term from June 1 to May 31.

E. Consistent failure to perform the duties of the Department Head may result in removal from his/her position as Department Head. Upon such removal, the College shall then request of the Federation that the affected department nominate another member of the department to fill the remainder of the term of office. The Federation shall convene a meeting of the affected department to initiate the nominating process.

F. As to the Counseling and Learning Resource Center, the designated administrator shall perform the functions herein specified for Department Heads. In the event the College in its sole discretion desires Department Heads in these areas, the parties shall meet and negotiate appropriate conditions and terms.

G. The functions and duties of the Department Head shall be as follows:

1. The Department Head shall perform the following in cooperation with the faculty:
    - a. Encourage the development and maintenance of teaching and grading objectives within the department.
    - b. Coordinate the preparation, review and revision of materials for the College catalog.
    - c. Supervise the work-study students assigned to the department.
    - d. Coordinate the efforts and arrange for the equitable distribution of departmental responsibilities.
    - e. Arrange for the coverage of classes when departmental Employees are unavailable for eight (8) or fewer consecutive days and notify the appropriate Dean of arrangements made. In cases of absence of more than eight (8) consecutive days, the provisions of Article XXVI, Paragraph B.7. shall apply.
    - f. Coordinate the collection of course materials from departmental faculty upon request by the appropriate Dean.
2. In cooperation with the department faculty, and subject to the final approval of the Executive Dean, he/she shall perform the following functions:
    - a. Assess the needs for and recommend action toward the recruitment of faculty.
    - b. Be responsible for assessing the need for curricular changes and/or new programs in his/her department.
    - c. Assist the appropriate Dean in the development of both the annual and long-range operating and capital budgets.

d. Assist in the preparation of class time schedules, including scheduling and utilization of faculty.

e. Coordinate the utilization of appropriate media for instructional purposes within the department.

f. Coordinate library purchases of books and periodicals.

g. Coordinate the ordering of needed course textbooks, reference, and other instructional materials.

h. Maintain liaison with the part-time faculty in his/her department, coordinating between the department's day, evening and Saturday programs.

i. Distribute to part-time faculty copies of departmental course syllabi for credit courses taught on campus and at off-campus centers.

j. Provide assistance to off-campus centers in matters relating to the quality of instruction in credit course offerings.

k. Prepare the annual report of the activities of the department.

3. The Department Head shall perform such other unspecified duties which are quantitatively and qualitatively similar to those specified in this description.

Article XXVIII

CAMPUS COMMITTEES

A. COMMITTEE RESPONSIBILITIES:

Standing committees established on each campus shall be responsible for:

(1) Recommendations for policy formulation.
(2) Review and assessment of policy and implementation.
(3) Recommendations for policy modifications.

1. The College shall supply committees with readily available or reasonably obtainable information pertaining to their areas of concern. The College shall respond to such request within twenty (20) days.

2. Chairpersons of standing committees shall coordinate their committees' activities with similar standing committees on the other three campuses at least once each semester.

3. Within the general responsibilities of all standing committees, the following responsibilities, which are not necessarily all-inclusive, shall be exercised within the areas of concern of the standing committees:

a. *Admissions and Academic Standards*

Responsibility for policy relating to admissions and registration procedures, maintenance of academic records, testing, academic standing, grading procedures, academic probation, appeals, and degree requirements.

b. *Curriculum*

Responsibility for curriculum change and development, and supportive educational resources such as audio-visual and library services as they relate to the curriculum.

c. *Developmental Education*

Responsibility for all programs, procedures, and practices that relate to the developmental education process. Recommendations related to changes in the curriculum shall be coordinated with and approved by the Curriculum Committee.

d. *Research and Development*

Responsibility for the long-range goals and objectives of the College as they relate to the community, for the means necessary to fulfill such goals and objectives, and for the integration of innovative concepts as they may be observed at other institutions.

e. *Student Affairs*

Responsibility for all areas of student problems and concerns, including judicial policy and procedures but exclusive of actual disbursement of Student Activity Funds.

f. *Student Career and Transfer*

Responsibility for the collection and dissemination of information pertaining to career needs and trends in the community and transfer programs at other institutions; the examination of the relevance of the College's career programs to community needs and trends and the transferability of college credits; the recruitment and advisement of students in both career and transfer programs; and the placement and progress of college graduates.

4. Within the parameters of their respective responsibilities, committees shall be alert to the possible impact their recommendations may have and whenever it appears that their recommendations may have a material impact within the responsibility of other committees or of particular departments, the committee chairperson shall consult with such committee(s) or department(s) prior to the release of such recommendations.

B. COMMITTEE MEMBERSHIP AND STRUCTURE:

1. Each committee shall have a maximum of four (4) administrators, four (4) students and four (4) Employees except for Curriculum Committee which shall have eight (8) Employees.

2. Each committee member shall have one (1) vote except for the Curriculum Committee, where each Employee has one-half (½) vote. Votes shall be cast only by those present; no absentee voting shall be permitted.

3. Membership for the committees shall be comprised of campus administrators, appointed by the Executive Dean on each campus; Employees, appointed by the Federation; and students, appointed by the Student Government on each campus.

4. All members of the committees shall be voting members.

5. Membership terms shall be specified by the appointing constituencies, not to be less than one (1) academic year.

6. Vacancies which occur on the committees shall be filled by the appropriate constituent body. Following two (2) consecutive absences by a committee member, the chairperson shall notify the appropriate constituency, which may appoint a replacement for the remainder of that member's term.

7. Each committee shall elect a chairperson, a secretary, and such additional officers as it deems appropriate and necessary for proper fulfillment of committee responsibilities.

8. Five (5) full votes assigned to the full membership of the committee shall be a quorum. All decisions shall be by a majority of the committee present. Such quorum and decisions must include voting from at lerst two (2) constituencies.

9. Committees shall meet at least once a month during the academic year and more frequently when it is necessary. All committee meetings shall be scheduled at a time and place which will afford all members a reasonable opportunity to attend and reasonable advance notice thereof shall be given.

10. The first meeting of each academic year shall be convened by the Executive Dean or his/her designee within thirty (30) days after the beginning of the Fall Semester.

C. COMMITTEE PROCEDURES:

1. Committees shall distribute agenda for their meetings to all Department Heads, Deans, Assistant Deans, and President of the Student Government in time to allow interested parties to attend and present evidence.

2. Each committee shall distribute minutes of committee meetings to committee members and Department Heads, Deans, Assistant Deans, and President of the Student Government.

3. Copies of committee recommendations, on the form set forth in Appendix C, shall be distributed to their constituent bodies through the Federation, the office of the Executive Dean, and the Student Government, clearly indicating date of distribution and a deadline date for filing appeals. Should any ten (10) members of these constituencies petition a committee chairperson in writing within five (5) regular school days after distribution of a recommendation, the committee shall convene, within ten (10) regular school days after receipt of petition, a special session of the committee to hear all interested parties. Reasonable advance notice of such hearing shall be distributed by the committee. On the basis of such a hearing, the committee may rescind its recommendation, alter the recommendation, or retain the recommendation in its original form. After such hearing and review, the committee shall forward its recommendations to the Executive Dean, with copies distributed simultaneously to its constituent bodies through the Federation, the office of the Executive Dean, and the Student Government. In the absence of any appeal, the committee shall forward its recommendations to the Executive Dean after the last day to petition for a hearing has elapsed.

4. After receipt and review of the committee recommendation, the Executive Dean shall, within twenty-five (25) days:

   a. Implement the recommendation and inform the committee chairperson, the Federation, and the Student Government, in writing of such action, or

   b. Forward the recommendation for review by the College President and inform the committee chairperson, the Federation, and the Student Government, in writing, of such action, including any recommendations of the Executive Dean, or

   c. Return the recommendation to the committee, providing the chairperson, the Federation and the President of Student Government with written comments and recommended revisions. The Executive Dean may return a committee proposal only once, and beyond that point must either accept or reject the proposal made by a committee.

   d. Reject the recommendation and return it to the committee, providing the chairperson, the Federation, and the Student Government with reasons, in writing. In the event the recommendation is rejected by the Executive Dean or returned with comments of recommended revisions which are unacceptable to the committee, the committee may forward the recommendation to the College President for his/her review and shall notify the Executive Dean, the Federation, and the Student Government of its action, or

e. Failure to respond to the committee within the specified time period shall cause the committee to forward its recommendation to the College President. The chairperson shall notify all constituent bodies of the committee's intent to do so.

5. After receipt and review of the recommendation, the College President shall, within twenty-five (25) days:

   a. Implement the recommendation and inform the committee chairperson, the Federation, and the Student Government, in writing, of such action, or

   b. Forward the recommendation to an appropriate committee of the Board of Trustees for its action and inform the committee chairperson, the Federation, and the Student Government, in writing, of such action, including any recommendations of the College President, or

   c. Return the recommendation to the committee, providing the chairperson, the Federation and the President of Student Government with written comments and recommend revisions. The President may return a committee proposal only once, and beyond that point must either accept or reject the proposal made by a committee, or

   d. Reject the recommendation and return it to the committee, providing the chairperson, the Federation, and the Student Government with reasons, in writing.

   In the event the recommendation is rejected by the College President or returned with comments of recommended revisions which are unacceptable to the committee, the committee shall have the right to forward the recommendation to the appropriate committee of the Board of Trustees for review and shall notify the College President, the Executive Dean, the Federation, and the Student Government of its action. The action of the Board of Trustees shall be final and shall be communicated to the chairperson in writing.

   e. Failure of the College President to respond within the specified time period shall cause the committee to forward its recommendation to the appropriate committee of the Board of Trustees. The chairperson shall notify all constituent bodies of the committee's intent to do so. The action of the Board of Trustees shall be final and shall be communicated to the committee chairperson in writing.

6. New policies or contemplated changes in existing policies that fall within the areas of standing committees shall, except for exigencies, be referred, in writing, to the appropriate committee(s) for consideration prior to implementation. A copy of such referral shall be sent to the Federation at the same time it is sent to the

committee(s). The committee shall act upon such recommendations as soon as possible; however, such referral shall be allowed a reasonable period of time. If such referral is made during the summer months or when classes are not in session, every effort shall be made by the Federation and the College to convene a quorum of the appropriate committee(s). If such quorum(s) cannot be achieved, any action taken by the College shall be subject to review of the appropriate committee(s) in the following academic term. In the event the committee fails to act on such referrals, the College may implement policy in that area without further committee action.

D. Any requests for additional standing or ad hoc committees shall be directed to the Executive Dean, the President of the Student Government, and the campus Federation Vice Presidents, who will appoint an ad hoc committee of three (3) administrators, three (3) students, and three (3) Employees to review the request. If this committee deems the request appropriate, a new Campus Committee shall be established according to the above procedure. Anything herein to the contrary notwithstanding, this ad hoc committee shall arrive at its decisions by mutual agreement, a majority vote within each of its representative groups being required for that group to register its agreement or disagreement.

Article XXIX

INSTRUCTIONAL TECHNOLOGY

A. For the term of the Agreement, no Employee shall be displaced because of Instructional Technology.

B. Three (3) weeks after the beginning of each Fall term, the College President shall convene a collegewide committee to make recommendations for the adequate development and utilization of instructional technology, inservice training sessions required, and to make recommendations as to the application of such technology to the learning process.

1. The committee will be composed as follows:

    a. The College President or designee and the Federation President or designee.

    b. The Executive Dean of each campus or designee, and one Federation Vice President or designee from Allegheny, Boyce, South, and College Center-North.

2. The committee shall elect a chairperson, adopt rules, and conduct its business by majority vote.

3. Upon request, the College shall provide readily available data relating to the proper responsibilities of the committee.

C. The committee shall forward its recommendations to the College President, with a copy to the Federation President. The College President shall, within twenty-five (25) days:

1. Implement the recommendation and inform the committee chairperson and the Federation, in writing, of such action, or

2. Forward the recommendation to an appropriate committee of the Board of Trustees for its action and inform the committee chairperson and the Federation, in writing, of such action, including any recommendations of the College President, or

3. Return the recommendation to the committee, providing the chairperson and the Federation with written comments and recommended revisions. The President may return a committee proposal only once, and beyond that point must either accept or reject the proposal made by a committee, or

4. Reject the recommendation and return it to the committee providing the chairperson and the Federation with reasons in writing.

D. In the event the recommendation is rejected by the College President or returned with comments of recommended revisions which are unacceptable to the committee, the committee shall have the right to forward the recommendation to the appropriate committee of the Board of Trustees for review and shall notify the College President and the Federation of its action.

E. Failure of the College President to respond within the specified time period shall cause the committee to forward its recommendation to the appropriate committee of the Board of Trustees. The chairperson shall notify all constituent bodies of the committee's intent to do so. The action of the Board of Trustees shall be final and shall be communicated to the committee chairperson in writing.

F. New policies or contemplated changes in existing policies that fall within the areas of standing committees shall, except for exigencies, be referred, in writing, to this committee for consideration prior to implementation. A copy of such referral shall be sent to the Federation at the same time it is sent to the committee(s). The committee shall act upon such recommendations as soon as possible; however, the committee shall be allowed a reasonable period of time to respond. If such referral is made during the summer months, or when classes are not in session, every effort shall be made by the Federation and the College to convene a quorum of the appropriate committee(s). If such quorum(s) cannot be achieved, any action taken by the College shall be subject to review to the appropriate committee(s) in the following academic term.

G. The College may request in writing the development of a recommendation from this committee. Such request shall allow reasonable time for the committee to respond. In the event the committee fails to act upon such a request, the College may implement policy in that area without further action.

H. 1. All commercially produced credit media courses will be submitted to an Employee in the appropriate academic department at each campus for his/her determination as to whether said materials are appropriate and consistent with any existing course offering he/she is qualified to teach. The Employee(s) shall within one (1) month review the materials and return a written recommendation to the Executive Dean.

2. A credit media course that does not correspond to any existing course description in the campus catalog will be treated as any other new course, to be recommended by the procedures of the regular campus curriculum committee as prescribed in the Collective Bargaining Agreement. Prior to approval, such courses may be offered one (1) time on an experimental basis.

3. Assignment of the teaching of credit media courses will be handled as are all other teaching assignments in accordance with the Collective Bargaining Agreement and regular departmental procedures.

4. To the extent practicable full-time faculty within the appropriate department will have the responsibility for the content of any credit media courses produced by the College.

5. Information about budgetary allocations for media credit courses from PCHE Television Committee meetings, and results from campus or college studies of media courses shall be made available to the chairperson of the Instructional Technology Committee as soon as they are ready for distribution. The Instructional Technology Committee may request additional information and studies to be made available.

Article XXX

ADDITIONAL FACILITIES

While the College maintains sole and exclusive right and responsibility for establishing all aspects of additional facilities, whenever new facilities are under active consideration, the College President shall convene a meeting with the Federation to discuss such facilities and the educational policies and programs planned therefor.

After the Board of Trustees has made a decision to develop a new facility, a Collegewide ad hoc committee of administrators appointed by the College President and Employees appointed by the Federation President, the numbers to be mutually agreed upon by the College and the Federation, shall be involved in the planning of facilities and educational programs and policies.

Article XXXI

CHANGES IN INSTITUTIONAL ORGANIZATION

Any plans of the administration for reorganization of departments and divisions that affect the members of the bargaining unit shall be considered by the appropriate standing committee(s) and/or a specially constituted ad hoc committee, as necessary, in accordance with the provisions of Article XXVIII, Campus Committees.

Article XXXII

ACADEMIC CALENDAR

A Calendar Committee shall be established to recommend a College Calendar for each academic year.

The committee shall be composed of:

1. One (1) student representative from each campus, chosen by the Student Government.
2. One (1) Federation Vice President from each campus or his/her designee.
3. The Executive Dean from each campus or his/her designee.
4. The College President or his/her designee.
5. The Federation President or his/her designee.

The committee shall be convened within one (1) month after the beginning of the Spring semester and shall make its recommendation by March 1 to the College President.

Article XXXIII

DEPARTMENT RESPONSIBILITIES TO PART-TIME EMPLOYEES

A. Departments shall participate in the scheduling and staffing of all credit course offerings, i.e., all day, evening, Saturday, Sunday, media and summer course offerings taught both on campus and at off-campus locations. If it is necessary to staff such courses with part-time employees, the following shall apply in order:

   1. Applications from new candidates for teaching credit courses shall be forwarded to the appropriate department for review and recommendation as to their eligibility for employment.

   2. In order to establish a pool of part-time teachers who will be available to teach those course offerings referred to above, for which full-time Employees are not available, the appropriate department(s) (or a committee thereof), in cooperation with the Department Head and Assistant Dean, shall interview the candidates. Those deemed eligible shall be placed in an acceptable pool to be utilized for such part-time teaching. The Department Head shall assist the appropriate Dean in the staffing of overage courses within that department. If, after a reasonable effort has been made to contact the Department Head and he/she remains unavailable, these activities may be carried on by the appropriate Dean.

B. The College shall provide each department with a list of all part-time employees teaching within the area of that department within two (2) weeks after the start of the course.

C. Each department shall make available to all part-time teaching employees in their areas, the appropriate course syllabus, the course objectives and the titles of textbooks used in the various courses.

D. With the approval of the appropriate Assistant Dean, the Department Head or his/her designee shall have access to student evaluations of all part-time instructors in his/her area(s).

Article XXXIV

HEADINGS

Any heading preceding the text of the several Articles hereof are inserted solely for the convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction, or effect.

Article XXXV

TOTALITY OF AGREEMENT

The parties hereto agree that all items presented for negotiation have been discussed during the negotiations leading to this Agreement, and, therefore, agree that until the time specified in this Agreement for beginning negotiations for a successor Agreement, negotiations will not be requested on any item, whether contained herein or not.

Article XXXVI

SEPARABILITY

In the event that any provision of this Agreement is or shall be at any time held to be contrary to law by a court of last resort of Pennsylvania or of the United States or by a court of competent jurisdiction from whose judgment or decree no appeal has been taken within the time provided for doing so, that provision shall be null and void, but all other provisions of this Agreement shall continue in effect. In such event, within ten (10) days, after the voiding of the provision, the parties shall meet to negotiate a substitute provision.

ARTICLE XXXVII

TERM OF AGREEMENT

This agreement is effective August 26, 1983, and shall expire at midnight August 22, 1986.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed this 26th day of August, 1983.

COMMUNITY COLLEGE OF ALLEGHENY COUNTY

BY: x John K. McGrill

BY: John W. Kraft

BY: Larry Whitworth

BY: Louis Boffo

BY: Boyd A. Puryear

BY: Fred L. Bartok

BY: Thomas J. Burke

BY: James J. Cairns

BY: Kathryn J. Ward

BY: Stan Lowe Jr.

BY: Robert M. Johnston

BY: John Sabol

AMERICAN FEDERATION OF TEACHERS AFL-CIO
LOCAL 2067

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APPENDIX A

Salary Schedule

I. After the application of first year salary increases, the minimum salary for hire and promotion shall be as follows:

A. Ten-Month Salary Schedule:

Paraprofessional I	$ 7,000
Paraprofessional II	8,000
Assistant Instructor	9,000
Instructor	10,000
Assistant Professor	12,400
Associate Professor	14,800
Professor	17,200

B. Twelve-Month Salary Schedule:

Paraprofessional I	$ 8,750
Paraprofessional II	10,000
Assistant Instructor	11,250
Instructor	12,500
Assistant Professor	15,500
Associate Professor	18,500
Professor	21,500

II. Salary increases for 1983-84, 1984-85, 1985-86

A. Beginning September 1, 1983, a five (5%) percent salary increase. Beginning March 1, 1984, a four (4%) percent salary increase. Said percentages shall be computed using the Employee's 1982-83 base salary.

B. Beginning September 1, 1984, a four (4%) percent salary increase. Beginning March 1, 1985, a five (5%) percent salary increase. Said percentage shall be computed using the Employee's 1983-84 March 1 base salary.

C. Beginning September 1, 1985, a five (5%) percent salary increase. Beginning March 1, 1986, a four (4%) percent salary increase. Said percentages shall be computed using the Employee's 1984-85 March 1 base salary.

III. Regular Part-Time Employees

A. Tutors

During the term of this Agreement, an individual hired on a regular part-time basis into the tutor classification shall receive a starting salary of $7.00 per hour.

B. Counselors, Librarians, Audio-Visual Specialists and Paraprofessionals:

During the term of this Agreement, an individual hired on a regular part-time basis into the classification of Counselor, Librarian, Audio-Visual Specialist or Paraprofessional shall be ranked according to College Policy XII, and shall receive an hourly wage which is based upon the minimum annual salary (Appendix A, Section I.B.) for a comparably ranked full-time, twelve-month Employee divided by 1950 hours.

C. A regular part-time Employee employed as a Tutor, Counselor, Librarian, Audio-Visual Specialist or Paraprofessional on or before February 1 of the respective year shall receive salary increases as prescribed in Appendix A II. Said increase shall be applied to the Employee's hourly rate.

APPENDIX B

Evaluation Procedures

SECTION A - EVALUATION OF TEACHING EMPLOYEES

I. *PURPOSES:*

A. To encourage quality education in the classroom, to ascertain and strengthen weaknesses in the education process in the classroom and to ascertain whether the professional performance of a teaching Employee is "satisfactory" or "unsatisfactory."

B. To improve teaching effectiveness by including provisions for remediation within the evaluation process.

C. To serve as the determining criteria for:

1. Renewal of a teaching Employee

2. Granting of tenure to a teaching Employee.

II. *PROCEDURE:*

The procedure for evaluation a teaching Employee's performance shall consist of three (3) processes as described in this Appendix:

A. An evaluation by students.

B. Classroom observation by the College Supervisor.

C. An evaluation of course materials by the College Supervisor.

A judgment based on the consideration of these three (3) processes shall hereinafter be referred to as a Composite Evaluation.

III. *PROCESS FOR EVALUATION BY STUDENTS:*

A. Students shall evaluate teaching Employees only in the following areas:

1. The teaching Employee's attendance at classes.

2. The reading level and clarity of tests, where applicable, and the relationship to course objectives of tests and/or other procedures used to evaluate students.

3. The clarity of definition of requirements which the student must meet in the course, including the system used to evaluate students, projects to be completed, if any, and the nature of the learning activities.

4. The Employee's teaching methods, as follows:

   a. Whether or not the content presented is related to the course objectives.

   b. Whether or not the instructor chooses language and methods of presentation which allow him/her to communicate effectively with the students.

   c. Whether the instructor's teaching methods have been perceived as effective by the students.

B. The instrument to be used for evaluation by students is set forth in this Appendix.

   1. This instrument shall be reviewed and kept current by the College Committee on Evaluation, provided for in Section C of this Appendix. This committee shall, however, adhere to the following:

      a. The instrument shall include a series of objectively styled questions related to those areas of performance specified in Section A, Part III-A of this Appendix.

      b. There shall also be one (1) area of the instrument reserved for the students to write a verbal reaction regarding the teaching Employee's sensitivity to the problems, needs, concerns, and objectives of students, and regarding the relationship between the Employee and the students in the classroom.

   2. The administering of the instrument used for evaluation by students shall be the responsibility of the College, and shall be in accordance with the following:

      a. College personnel who shall be permitted to actively present the instrument to the students shall be agreeable to the College Committee on Evaluation, except that no student shall be permitted to present the instrument.

      b. The Employee being evaluated by the students shall not be present in the classroom during the presentation of the instrument to the students.

      c. All directions to the students for completion of the instrument shall be included in writing on the instrument. The individual who presents the evaluation instrument to the class shall not depart in his/her remarks from the directions included in writing on the instrument.

C. Upon review of the data from the objectively-styled questions and of the verbal reactions on the instrument used for evaluation by students, the College shall draw an evaluative summary about the

Employee's performance as those student perceptions would indicate. The verbal reactions of students shall not be quantified, nor isolated in such fashion as to distort the overall student evaluative judgment.

1. This summary shall be reduced to writing, and if the College perceives any problem area(s) or potential problem area(s) in the Employee's performance, explanation of such shall be included. The College shall list in writing any suggested activities the Employee may pursue to improve performance in any problem area(s) or potential problem area(s). This shall be accomplished as expeditiously as possible after the completion of the instrument by the students so as to permit maximum time for discussions with the Employee and for the Employee to pursue activities suggested as ways to improve performance prior to subsequent evaluation processes.

2. Should the evaluative summary identify in writing any problem area(s) or potential problem area(s) in his/her performance, the Employee shall respond in accordance with the following:

   a. The Employee may agree with and acknowledge the evaluative summary with his/her signature of concurrence on the written form.

   b. The Employee may disagree with the evaluative summary and:

      (1) List in writing those areas in which he/she disagrees with the College's judgment.

      (2) Attempt to effect a change in the evaluative judgment through discussions with the author of the evaluative judgment.

D. Disposition of all written materials and copies thereof from the Process of Evaluation by Students shall be in accordance with the following provisions:

1. Upon completion of the Process for Evaluation by Students, the College shall provide the teaching Employee with the following:

   a. A copy of the computerized data summarization. The College shall make available all completed instruments to the Employee for review and upon request shall provide copies of such instruments to the Employee.

   b. Copies of all interpretive statements of the data which are made by the College.

   c. Copies of written statements by the College regarding activities suggested as ways to improve performance.

2. Upon completion of the Process for Evaluation by Students, the College shall place in the Employee's personnel file only the following:

   a. All computerized data summarizations resulting from the Process of Evaluation by Students.

   b. All interpretive statements of the data which are made by the College.

   c. Any written remarks the Employee makes in disagreeing with the College's interpretive statements.

   d. Any written statements by the College regarding activities suggested as ways to improve performance.

   e. Evaluation materials completed by the students shall be kept confidential in the appropriate Dean's office and shall be distributed to the Employee after a four (4)-year period.

IV. *PROCESS FOR CLASSROOM OBSERVATION BY THE COLLEGE SUPERVISOR:*

A. The College Supervisor shall evaluate the teaching Employee's performance only in the following areas:

   1. Relationship of course content to course objectives.

   2. The appropriateness of the Employee's teaching methods to developing student interest in the material presented.

   3. The appropriateness of the Employee's teaching methods to attainment of the course objectives.

   4. The effectiveness of communications skills.

B. For each classroom observation conducted by the College Supervisor, there shall occur a pre-observation conference and a post-observation conference between the Employee and the College Supervisor. Within the constraints of Section A - Part IX of this Appendix, and provided further that the post-observation conference occurs not later than two (2) weeks after the classroom observation, the observations and the conferences shall occur at times mutually agreeable to both parties.

   Forms to be used for the observation and conferences are set forth in this Agreement, and shall include:

   1. *For the Pre-Observation Conferences:*

      To be entered on such forms during the pre-observation conferences are the following:

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a. The Employee's objectives for the class to be observed.

b. Methods and materials the Employee plans to use in the class to be observed.

c. Special instructional activities, methods, or objectives, if any, which the Employee may wish the Supervisor to observe and evaluate.

This shall not serve to impose a more stringent evaluative process on the Employee than would have normally occurred.

2. *For the Post-Observation Conferences:*

To be entered on such forms during the post-observation conferences are the following:

a. The Supervisor's evaluation judgments as to the areas of performance set forth in Part IV-A of this section.

b. The Employee's reactions, if any, to the Supervisor's evaluative statements.

C. Forms used to implement the Process for Classroom Observation by the College Supervisor shall be reviewed and kept current by the College Committee on Evaluation.

D. Upon review of all materials from the classroom observation and conferences, the Supervisor shall draw an evaluative summary about the Employee's performance. This shall be accomplished in conjunction with the post-observation conference so as to permit maximum time for discussions and for the Employee to pursue activities suggested as ways to improve performance prior to subsequent evaluation processes.

1. This summary shall be reduced to writing, and if the College perceives any problem area(s) or potential problem area(s) in the Employee's performance, these shall be noted in the summary. The College shall list in writing and forward to the Employee any suggested activities the Employee may pursue to improve performance in any problem area(s) or potential problem area(s).

2. Should the evaluative summary identify in writing any problem area(s) or potential problem area(s) in his/her performance, the Employee shall respond in accordance with the following:

a. The Employee may agree with and acknowledge the evaluative summary with his/her signature of concurrence on the written form.

b. The Employee may disagree with the evaluative summary and:

(1) List in writing those areas in which he/she disagrees with the Supervisor's evaluative judgment.

(2) Attempt to effect a change in the evaluative summary through conference with the Supervisor.

E. Disposition of all written materials and copies thereof from the Process for Classroom Observation by the College Supervisor shall be in accordance with the following provisions:

1. Upon completion of the Process for Classroom Observation by the College Supervisor, the College shall place in the Employee's personnel file only the following:

   a. The completed form used in the pre-observation conference.

   b. The completed form used in the post-observation conference.

   c. Any written remarks the Employee makes in response to the Supervisor's evaluative judgment.

   d. Any written statements by the Supervisor regarding activities suggested as ways to improve performance.

2. Upon completion of the Process for Classroom Observation by the College Supervisor, the College shall, upon request, provide the Employee with copies of all written materials related thereto which are placed in the Employee's personnel file.

V. *PROCESS FOR EVALUATION OF COURSE MATERIALS BY THE COLLEGE SUPERVISOR:*

A. For the purposes of evaluating course materials, the Employee shall be required to forward the following materials for the course in which the classroom observation takes place. (This is not to preclude the College requiring copies of course materials for other purposes):

1. A copy of the course outline.

2. A copy of instructional objectives for the course.

3. A description of requirements students meet for completion of the course.

4. Copies of tests, if any, and such other materials as may be used to evaluate students in the course.

5. A description of procedures used in evaluating students.

B. The College Supervisor shall evaluate the preceding instructional materials only in the following areas:

1. The relationship of procedures and materials used in evaluating students to course objectives.

2. The relevance of course content and any stated instructional activities to the attainment of course objectives.

C. Upon review of the specified instructional materials, the Supervisor shall draw an evaluative summary about the Employee's performance.

1. This summary shall be reduced to writing and placed on the form used for the Process for Evaluation of Course Materials by the College Supervisor. If the Supervisor perceives any problem area(s) or potential problem area(s) with respect to the submitted materials, these shall be noted in the summary. The College shall list in writing and forward to the Employee any suggested activities the Employee may pursue to improve performance in any problem area(s) or potential problem area(s). This shall be accomplished as expeditiously as possible so as to permit maximum time for discussion and for the Employee to pursue activities suggested as ways to improve performance prior to subsequent evaluation processes.

2. Should the evaluative summary identify in writing any problem area(s) or potential problem area(s) in his/her performance, the Employee shall respond in accordance with the following:

a. The Employee may agree with and acknowledge the evaluative summary with his/her signature of concurrence on the written form.

b. The Employee may disagree with the evaluative summary and:

(1) List in writing those areas in which he/she disagrees with the Supervisor's evaluative judgment.

(2) Attempt to effect a change in the evaluative summary through conference with the Supervisor.

D. Disposition of all written materials and copies thereof from the Process for Evaluation of Course Materials by the College Supervisor shall be in accordance with the following provisions:

1. Upon completion of the Process for Evaluation of Course Materials by the College Supervisor, the College shall place in the Employee's personnel file only the following:

a. All specified instructional materials submitted by the Employee.

b. The completed form used for this purpose.

c. Any written remarks the Employee makes in disagreeing with the Supervisor's evaluative judgment.

d. Any written statements by the Supervisor regarding activities suggested as ways to improve performance.

2. Upon completion of the Process for Evaluation of Course Materials by the College Supervisor, the College shall, upon request, provide the Employee copies of the completed form related thereto and with copies of any written statements by the Supervisor regarding activities suggested as ways to improve performance.

VI. Should an evaluation process(es) suggest a poor performance on the part of an Employee such that a Composite Evaluation of "unsatisfactory" is reasonably predictable, the College shall so notify the Employee. In such cases either the Employee or the College shall have the right to request that an additional process(es) be completed.

VII. *COMPOSITE EVALUATION:*

A. The College shall effect a composite evaluative judgment of a teaching Employee by considering each of the following:

1. Results of the Process for Evaluation by Students.

2. Results of the Process for Classroom Observation by the College Supervisor.

3. Results of the Process for Evaluation of Course Materials by the College Supervisor.

B. Both the student evaluation results and the supervisory evaluation results shall have equal weight in effecting the Composite Evaluation. If the results conflict, either party may request another evaluation.

C. The Composite Evaluation shall be reduced to writing on the form provided in this Appendix. The evaluative judgment shall be limited to either of the following:

1. *Satisfactory:*

a. Should the College perceive any potential problem area(s) which might render the Employee's performance unsatisfactory in the future, these shall be identified in writing and presented to the Employee.

b. The Employee shall respond in accordance with the following:

(1) The Employee may agree with and acknowledge such statements with his/her signature of concurrence on the written form.

(2) The Employee may disagree with such statements and may list in writing those areas in which he/she disagrees with the College's judgment.

2. *Unsatisfactory:*

The College shall identify in writing specific areas which render the Employee's performance unsatisfactory. The College shall list in writing and forward to the Employee activities it suggests the Employee may pursue to improve performance in the specific areas of performance identified as unsatisfactory.

D. Forms used for the Composite Evaluation shall be reviewed and kept current by the College Committee on Evaluation.

E. Disposition of written materials and copies thereof used for the Composite Evaluation shall be in accordance with the following:

1. Upon completion of the Composite Evaluation, the College shall place in the Employee's personnel file only the following:

a. The completed Composite Evaluation Form.

b. Any written remarks the Employee makes in disagreeing with the evaluative judgment.

c. Any written statements by the College regarding activities suggested as ways to improve performance.

2. Upon completion of the Composite Evaluation, the College shall notify the Employee of the evaluative judgment and shall, upon request, provide the Employee with copies of all materials related thereto.

VIII. *PROCEDURE FOLLOWING AN UNSATISFACTORY COMPOSITE EVALUATION:*

A. Improper application of the provisions of this Appendix resulting in an unsatisfactory composite judgment shall form the basis for a grievance.

1. The results of such grievance shall only confirm or invalidate the propriety of the judgment as opposed to any personnel action based on that judgment or require the readministration of the evaluation processes comprising the Composite Evaluation.

2. Should the resolution of such a grievance result in invalidation of the evaluative judgment or require the readministration of any of the evaluative processes, the Composite Evaluation and all written materials related to the process(es) to be readministered shall be removed immediately from the Employee's personnel file.

B. Upon written notification of an unsatisfactory Composite Evaluation, the Employee shall respond in accordance with the following:

1. Agree with and acknowledge such unsatisfactory evaluative judgment with his/her signature of concurrence.

2. Disagree with such evaluative judgment and:

   a. List in writing those areas in which he/she disagrees with the College's judgment.

   b. Attempt to effect a change in such evaluative judgment by discussions with the author of the Composite Evaluation.

   c. Attempt to effect a change in such evaluative judgment by requesting that an additional evaluation process(es) be performed.

C. The College shall establish a remediation program through which the Employee may reasonably be expected to improve his/her performance to a satisfactory level within a specified time, which in no case is sooner than the end of the semester following the one in which the remediation program is outlined. Such remediation programs shall have been discussed with the Employee and mutually agreed to. The Employee shall have the right to consult with the Federation prior to final agreement on the remediation program.

IX. *SCHEDULE FOR EVALUATION PROCESSES AND COMPOSITE EVALUATIONS:*

A. FOR FIRST YEAR TEACHING EMPLOYEES:

1. *During the Fall Semester:*

   a. The Process for Evaluation by Students shall be implemented during the third quarter of the semester.

   b. The Process for Classroom Observation by the College Supervisor shall be implemented after the start of the second quarter of the semester, but prior to December 1.

   c. The Process for Evaluation of Course Materials by the College Supervisor shall be implemented during the third quarter of the semester with respect to course materials accumulated by that date.

   d. The Composite Evaluation shall be completed not later than December 15. Student evaluations will be made available to the instructor subsequent to the submission of final grades and the instructor's signatures.

2. *During the Spring Semester:*

   a. The Process for Evaluation by Students shall be implemented after February 15 but not later than March 15.

   b. The Process for Classroom Observation by the College Supervisor shall be implemented after February 15 but prior to March 15.

c. The Process for Evaluation of Course Materials by the College Supervisor shall be implemented after February 15 but prior to March 15 with respect to course materials submitted by that date.

d. The Composite Evaluation shall be completed by March 15 to be effective subsequent to the submission of final grades and the instructor's signature. However, in the case of an unsatisfactory composite the instructor will have access to student evaluations for remediation purposes.

B. FOR TEACHING EMPLOYEES WHO HAVE COMPLETED ONE (1) YEAR OR MORE OF SERVICE WITH SATISFACTORY PERFORMANCE, BUT HAVE NOT YET EARNED TENURE WILL BE EVALUATED AT LEAST ONCE A YEAR:

1. The Process for Evaluation by Students shall be implemented during the Fall or Spring term in accordance with the schedules set for them in A.1. and A.2. above.

2. The Process for Classroom Observation by the College Supervisor shall be implemented during the Fall or Spring in accordance with the schedules set forth in A.1. and A.2.

3. The Process for Evaluation of Course Materials by the College Supervisor shall be implemented in accordance with the schedules set forth in A.1. and A.2.

4. Procedure set forth in Sections B.1., B.2., and B.3. related to Spring Evaluations shall only apply to new hires, Spring hires or teachers receiving an unsatisfactory in the Fall Composite Evaluation.

5. The Composite Evaluation shall be completed as stipulated in A.1.d. and A.2.d.

C. FOR TENURED TEACHING EMPLOYEES:

1. The Process for Evaluation by Students shall be implemented during the Fall, but not prior to the third quarter of that semester.

2. The College has the right, which it may elect not to exercise, to require a Composite Evaluation once every two (2) years. Should the College choose to exercise that right, the provisions of Section B (immediately preceding) shall apply.

SECTION B - EVALUATION OF COUNSELORS, LIBRARIANS, AUDIO-VISUAL SPECIALISTS AND PARAPROFESSIONALS

I. *PURPOSES:*

A. To ascertain that the professional performance of Counselors, Librarians, Audio-Visual Specialists, and Paraprofessionals is "satisfactory" or "unsatisfactory."

B. To improve the educational process by including provisions for remediation within the evaluation process.

C. To serve as the determining criteria for:

1. Renewal of an Employee.

2. Granting of tenure to an Employee (excepting the Paraprofessional).

II. There shall be a College supervisory evaluation of each Employee's performance based on his/her job description, mutually agreeable objectives and utilizing the forms provided in this Appendix.

III. *PROCESS FOR EVALUATION BY THE COLLEGE SUPERVISOR*

A. The College Supervisor shall evaluate the Employee's performance only in the following areas:

1. Satisfactory performance of tasks outlined in the job description.

2. The attempt to provide services to meet the needs of the College community.

3. Utilization of methods conducive to reaching objectives mutually agreed upon by the Employees and the Supervisor and the demonstration of reasonable progress toward the attainment of those objectives.

B. The College Supervisor shall evaluate the Employee's performance in the preceding general areas only with respect to the following:

1. Demonstrated knowledge of requisite professional or paraprofessional (as applicable) skills in his/her area(s) of responsibility.

2. Appropriateness of methods and/or procedures utilized by the Employee towards the attainment of short- and long-range goals for his/her area(s) of responsibility.

3. Responsiveness to the needs of the College community for assistance and information pertinent to the Employee's area(s) of responsibility.

C. With each Supervisory Evaluation, there shall be a pre-evaluation conference and an evaluation conference between the Employee and the College Supervisor. Such conferences shall be in accordance with the following:

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1. *For the Pre-Evaluation Conference:*

   a. Such conferences shall occur at times mutually agreeable to the Supervisor and the Employee, but early in the academic year or semester in which the evaluation is to take place.

   b. Forms to be used for such conferences are set forth in this Appendix.

   c. To be entered on such forms during the pre-evaluation conference are the following:

      (1) The Employee's job description. (In the event of change in his/her job description, an Employee shall not be evaluated on an item which has been in his/her job description for less than one (1) semester).

      (2) Objectives, if appropriate, mutually agreeable to the College Supervisor and the Employee, to be reached by the Employee in the performance of Employee's work. Objectives need not be listed for every item in the job description.

      (3) Any special activities the Employee, on his/her initiative, intends to perform in an effort to provide services to meet the needs of the College community.

      (4) Special activities, methods, or objectives, if any, which the Employee may wish the Supervisor to evaluate. This shall not serve to impose a more stringent evaluative process on the Employee than would have normally occurred.

2. *For the Evaluation Conference:*

   a. Within the constraints of Section B, Part VI of this Appendix, such conferences shall take place at times mutually agreeable to the Supervisor and the Employee.

   b. Forms to be used for such conferences are set forth in this Appendix.

   c. To be entered on such forms during the evaluation conferences are the following:

      (1) The Supervisor's evaluative comments as to areas of performance set forth in Parts III-A and III-B of this section.

      (2) The Employee's reactions, if any, to the Supervisor's evaluative statements.

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D. Forms used to implement the Process of Evaluation by the College Supervisor shall be reviewed and kept current by the College Committee on Evaluation.

IV. Should the evaluation process suggest a poor performance on the part of the Employee such that an Evaluative Judgment of "unsatisfactory" is reasonably predictable, the College shall so notify the Employee. In such cases, either the Employee or the College shall have the right to request that an additional evaluation be completed.

V. *EVALUATIVE JUDGMENT:*

A. The Evaluative Judgment shall be reduced to writing on the form provided in this Appendix. Such judgment shall be limited to either of the following:

1. *Satisfactory:*

a. Should the College perceive any potential problem area(s) which may render the Employee's performance unsatisfactory in the future, these shall be identified in writing and presented to the Employee.

b. The Employee shall respond in accordance with the following:

(1) The Employee may agree with and acknowledge such statements with his/her signature of concurrence on the written form.

(2) The Employee may disagree with such statements and may list in writing those areas in which he/she disagrees with the College's judgment.

2. *Unsatisfactory:*

The College shall identify in writing specific areas which render the Employee's performance unsatisfactory. The College shall list in writing activities it suggests the Employee may pursue to improve performance in the specific area(s) of performance identified as unsatisfactory.

B. Forms used for the Evaluative Judgment shall be reviewed and kept current by the College Committee on Evaluation.

C. Disposition of the written materials and copies thereof used for the Evaluative Judgment shall be in accordance with the following:

1. Upon completion of the evaluation, the College shall place in the Employee's personnel file only the following:

a. The Pre-Evaluation/Evaluation Conference Form.

b. The Evaluative Judgment Form.

c. Any written remarks the Employee makes in disagreeing with the Evaluative Judgment.

d. Any written remarks by the College regarding activities suggested as ways to improve performance.

2. Upon completion of the evaluation, the College shall provide the Employee, upon request, with copies of all materials related thereto and which are placed in the Employee's personnel file.

VI. *PROCEDURES FOLLOWING AN UNSATISFACTORY EVALUATIVE JUDGMENT:*

A. Improper application of the provisions of this Appendix resulting in an unsatisfactory Evaluative Judgment shall form the basis for a grievance.

1. Results of such grievance shall only confirm or invalidate the propriety of the judgment as opposed to any personnel action based on that judgment or require the readministration of the evaluation process(es) comprising the Evaluative Judgment.

2. Should the resolution of such a grievance result in invalidation of the Evaluative Judgment or require the readministration of an evaluation process, the Evaluative Judgment and all written materials related to the process to be readministered shall be removed immediately from the Employee's personnel file.

B. Upon notification of an unsatisfactory Evaluative Judgment, the Employee shall respond in accordance with the following:

1. Agree with and acknowledge such unsatisfactory Evaluative Judgment with his/her signature of concurrence.

2. Disagree with such Evaluative Judgment and:

a. List in writing those areas in which he/she disagrees with the College's judgment.

b. Attempt to effect a change in such Evaluative Judgment by discussions with the author of the Evaluative Judgment.

c. Attempt to effect a change in such Evaluative Judgment by requesting that an additional evaluation process be performed.

C. The College shall establish a remediation program through which the Employee may be reasonably expected to improve his/her performance to a satisfactory level within a specified time which in no case is sooner than the end of the semester following the one in which the remediation program is outlined. Such remediation programs shall have been discussed with the Employee and mutually agreed to. The Employee shall have the right to consult with the Federation prior to final agreement on the remediation program.

VII. *SCHEDULE FOR COLLEGE SUPERVISORY EVALUATION:*

A. FOR FIRST-YEAR EMPLOYEES:

1. During the first year, Employees shall be evaluated twice, once each five (5)-month period.

2. During the first five (5) months:

   a. The Pre-Evaluation Conference shall take place during the first two (2) months of employment.

   b. The Evaluation Conference shall occur during the third (3rd) month of employment.

   c. The Evaluative Judgment shall be effected not later than the end of the fifth (5th) month of employment.

3. During the second five (5) months:

   a. The Pre-Evaluation Conference shall occur during the seventh (7th) month of employment.

   b. The Evaluation Conference shall occur during the ninth (9th) month of employment.

   c. The Evaluative Judgment shall be effected not later than the tenth (10th) month of employment.

4. Anything herein to the contrary notwithstanding, for Paraprofessionals, the first evaluation shall occur early enough in the first six (6) months to allow for remediation should an "unsatisfactory" Evaluative Judgment be rendered.

B. FOR EMPLOYEES WHO HAVE COMPLETED ONE (1) YEAR OR MORE OF SERVICE WITH SATISFACTORY PERFORMANCE, BUT WHO ARE NOT TENURED:

1. Such Employees shall be evaluated once a year.

2. The Pre-Evaluation Conference shall take place during the first half of the Fall semester.

3. The Evaluation Conference shall occur during the first half of the Spring semester.

4. The Evaluative Judgment shall be effected no later than the end of the Spring semester.

5. When an Employee is eligible for promotion or tenure, the Evaluative Judgment shall meet the March 15 deadline.

C. FOR TENURED EMPLOYEES:

1. The College has the right, which it may elect not to exercise, to require an Evaluative Judgment once every two (2) years. Should the College choose to exercise that right, the provisions 2, 3, and 4 of Section B (immediately preceding) shall apply.

2. Objectives may be required once a year.

SECTION C - COLLEGE COMMITTEE ON EVALUATION

I. Membership on the Committee shall be limited to the following:

A. One (1) student from each campus appointed by the Student Government.

B. One (1) Federation Vice President from each campus or his/her designee.

C. The Executive Dean from each campus or his/her designee.

II. The Committee shall be convened by the College President or his/her designee not later than three (3) weeks after the beginning of the Fall term. At this meeting the Committee shall elect its chairperson.

III. The Committee shall elect its chairperson, adopt rules, and conduct its business by majority vote.

IV. Upon request, the College shall provide readily available data of a non-confidential nature relating to the proper responsibilities of the Committee. The provision of such data shall not cause the College to incur unreasonable expenditures of money, time, or other resources.

V. The Committee shall be responsible for the review and continuing assessment of the instruments and forms used in the Evaluation Procedures.

VI. The Committee shall forward its recommendations to the College President, with a copy to the Federation President. The College President shall, within twenty-five (25) days:

A. Implement the recommendation and inform the committee chairperson, the Federation, and the Student Government, in writing, of such action, or

B. Forward the recommendation to an appropriate committee of the Board of Trustees for its action and inform the committee chairperson, the Federation, and the Student Government, in writing, of such action, including any recommendations of the College President, or

C. Return the recommendation of the committee, providing the chairperson, the Federation, and the Student Government with written comments and recommended revisions, or

D. Reject the recommendation and return it to the committee, providing the chairperson, the Federation, and the Student Government with reasons, in writing.

VII. In the event the recommendation is rejected by the College President or returned with comments of recommended revisions which are unacceptable to the committee, the committee shall have the right to forward the recommendation to the appropriate committee of the Board of Trustees for review and shall notify the College President, the Federation, and the Student Government of its action.

Failure of the College President to respond within the specified time period shall cause the committee to forward its recommendations to the appropriate committee of the Board of Trustees. The chairperson shall notify all constituent bodies of the committee's intent to do so. The action of the Board of Trustees shall be final and shall be communicated to the committee chairperson in writing.

STUDENT EVALUATION OF INSTRUCTOR

Your cooperation is requested by the Administration in providing information regarding the instructor of the course you are now taking. The information you give will be used to assist the College in making decisions regarding your instructor's status in areas such as promotion, tenure, and renewal.

Do not put your name on any part of this questionnaire. To assure you of the complete confidentiality of your response, questionnaires will go directly to your instructor's supervisor.

You are urged to consider all questions carefully. If a question does not apply to this course, skip it entirely.

Mark the questionnaire in the following way:

SAMPLE QUESTION: The classroom is well-lighted.

R. ☐ ☐ ☐ ☐
Well-lighted Too dark

The question may be answered on a scale running from well-lighted to too dark. If you feel, for example, that the room is somewhat dark, but that stating it is too dark is too strong a statement, you would mark the questionnaire in the following manner.

R. ☐ ☐ ■ ☐
Well-lighted Too dark

PAGE 2

Please write a paragraph indicating your reactions to any or all of the following.

1. Is this instructor sensitive to your problems, needs, concerns, and goals?

2. What, in general, is the relationship between this instructor and the students in the classroom?

PAGE 3

1. Q. The instructor relates the subject matter to the course objectives.

R. 1. ☐ ☐ ☐ ☐
Yes No

2. Q. The instructor treats you, as a student, with respect.

R. 2. ☐ ☐ ☐ ☐
Yes No

3. Q. The instructor explains how you are to be graded or evaluated.

R. 3. ☐ ☐ ☐ ☐
Fully Not at all

4. Q. The instructor's examinations, tests, and quizzes are understandable.

R. 4. ☐ ☐ ☐ ☐
Yes No

5. Q. The instructor clearly defined the course requirements.

R. 5. ☐ ☐ ☐ ☐
Clearly defined Did not define

6. Q. The instructor keeps students informed of their performance and progress. (Quizzes, tests grades, papers, etc.)

R. 6. ☐ ☐ ☐ ☐
Keeps students informed Does not keep students informed

7. Q. You know what is expected of you when assignments are made in this class.

R. 7. ☐ ☐ ☐ ☐
Yes No

8. Q. The instructor attends class regularly.

R. 8. ☐ ☐ ☐ ☐
Regularly Not regularly

9. Q. The instructor makes students feel free to ask questions.

R. 9. ☐ ☐ ☐ ☐
Yes No

10. Q. If you have tried to reach this instructor during office hours, was the instructor available?

R. 10. ☐ ☐ ☐ ☐ ☐
Is available Is not available Never tried

11. Q. The instructor's style of teaching is helpful to you.

R. 11. ☐ ☐ ☐ ☐
Helpful Not helpful

12. Q. The quizzes, tests, and examinations are closely related to the material covered in this course.

R. 12. ☐ ☐ ☐ ☐
Closely related Not related

13. Q. If it were possible, would you like to take another course from this instructor?

R. 13. ☐ ☐ ☐ ☐
Yes No

COMMUNITY COLLEGE OF ALLEGHENY COUNTY

PROCESS FOR CLASSROOM OBSERVATION
BY THE COLLEGE SUPERVISOR

INSTRUCTOR: ______________________________

SUPERVISOR: ______________________________

CAMPUS: ______________________________

DEPARTMENT: ______________________________

CLASS TO BE OBSERVED:

COURSE: ______________________

DATE: ______________________

TIME: ______________________

ROOM: ______________________

DATES:

PRE-OBSERVATION CONFERENCE: __________

POST-OBSERVATION CONFERENCE: __________

INSTRUCTOR: ______________________

COMMUNITY COLLEGE OF ALLEGHENY COUNTY
- FORM FOR PRE-OBSERVATION CONFERENCE -

PAGE 1 OF 5

---

1. **OBJECTIVES FOR THE CLASS TO BE OBSERVED:** (To be provided by the Instructor.)

---

2. **HOW DO THE ABOVE-STATED CLASS OBJECTIVES INTEGRATE WITH THE COURSE OBJECTIVES?**

---

3. **METHODS AND MATERIALS THE INSTRUCTOR PLANS TO USE IN THE CLASS TO BE OBSERVED:**

4. APPROPRIATENESS OF THE INSTRUCTOR'S TEACHING METHODS IN RELATION TO:
(To be completed by Supervisor)

A. Developing Student Interest:

B. Effective Communication:

C. Attainment of Stated Instructional Objectives:

5. RELATIONSHIP OF CLASS CONTENT TO THE STATED CLASS OBJECTIVES:

(POST-OBSERVATION): To be a discussion of the above five (5) questions.

Instructor's Reactions (if any):

EVALUATIVE SUMMARY

1. SUMMARY OF INSTRUCTIONAL PERFORMANCE: (related to observation and student evaluation.)

Instructor's Reactions (if any):

SUGGESTED ACTIVITIES (IF ANY) THE INSTRUCTOR MAY PURSUE TO IMPROVE PERFORMANCE IN ANY PROBLEM AREA(S) OR POTENTIAL PROBLEM AREA(S).

Instructor's Reactions (if any):

SIGNATURE OF SUPERVISOR: ______________________

INSTRUCTOR'S SIGNATURE OF CONCURRENCE: ______________________

COMMUNITY COLLEGE OF ALLEGHENY COUNTY

FORM FOR EVALUATION OF COURSE MATERIALS

INSTRUCTOR: ______________________________

SUPERVISOR: ______________________________

CAMPUS: ______________________________

DEPARTMENT: ______________________________

DATE: ______________________________

CLASSROOM OBSERVATION:

COURSE: ____________________

DATE: ____________________

TIME: ____________________

ROOM: ____________________

ATTACHMENTS:

1. COURSE OUTLINE.
2. INSTRUCTIONAL OBJECTIVES FOR THE COURSE.
3. DESCRIPTION OF REQUIREMENTS STUDENTS MEET FOR COMPLETION OF THE COURSE.
4. COPIES OF TESTS, IF ANY, AND SUCH OTHER MATERIALS AS MAY BE USED TO EVALUATE STUDENTS IN THE COURSE.
5. DESCRIPTION OF PROCEDURES USED IN EVALUATING STUDENTS.

INSTRUCTOR: ______________________________

1. **ARE THE COURSE CONTENT AND ANY STATED INSTRUCTIONAL ACTIVITIES RELATED TO THE STATED COURSE OBJECTIVES?**

Instructor's Reactions (if any):

---

2. ARE THE PROCEDURES AND MATERIALS USED IN EVALUATING STUDENTS RELATED TO THE STATED COURSE OBJECTIVES:

Instructor's Reactions (if any):

SUPERVISOR'S SIGNATURE: ______________________________

INSTRUCTOR'S SIGNATURE OF CONCURRENCE: ______________________________

COMMUNITY COLLEGE OF ALLEGHENY COUNTY

FORM FOR COMPOSITE EVALUATION

TEACHING EMPLOYEES

* * * * * * *

INSTRUCTOR: ______________________________

SUPERVISOR: ______________________________

CAMPUS: ______________________________

DEPARTMENT: ______________________________

DATE: ______________________________

INSTRUCTOR: ______________________________

COMMUNITY COLLEGE OF ALLEGHENY COUNTY
- FORM FOR COMPOSITE EVALUATION -

EVALUATE THE OVERALL EFFECTIVENESS OF THE INSTRUCTOR (CHECK ONE):

1. _____ SATISFACTORY

   a. Potential problem area(s) (if any):

   b. Instructor's Reactions (if any):

2. _____ UNSATISFACTORY

   a. Specific areas which render the instructor's performance unsatisfactory:

   b. Suggested activities the instructor may pursue to improve performance;

   c. Instructor's Reactions (if any):

SUPERVISOR'S SIGNATURE: ____________________

INSTRUCTOR'S SIGNATURE OF CONCURRENCE: ____________________

COMMUNITY COLLEGE OF ALLEGHENY COUNTY

PRE-EVALUATION/EVALUATION CONFERENCE FORM

COUNSELORS

LIBRARIANS

AUDIO-VISUAL SPECIALISTS

PARAPROFESSIONALS

* * * * * * * *

EMPLOYEE: ______________________________

SUPERVISOR: ______________________________

CAMPUS: ______________________________

DEPARTMENT: ______________________________

DATE: ______________________________

RESPOND ONLY TO THOSE ITEMS WHICH ARE APPLICABLE TO THIS EMPLOYEE.

1. JOB DESCRIPTION -

OBJECTIVES:

ACTIVITIES:

SUPERVISOR'S COMMENTS:

EMPLOYEE'S COMMENTS:

2. JOB DESCRIPTION -

OBJECTIVES:

ACTIVITIES:

SUPERVISOR'S COMMENTS:

EMPLOYEE'S COMMENTS:

RESPOND ONLY TO THOSE ITEMS WHICH ARE APPLICABLE TO THIS EMPLOYEE.

3. JOB DESCRIPTION -

OBJECTIVES:

ACTIVITIES:

SUPERVISOR'S COMMENTS:

EMPLOYEE'S COMMENTS:

4. JOB DESCRIPTION -

OBJECTIVES:

ACTIVITIES:

SUPERVISOR'S COMMENTS:

EMPLOYEE'S COMMENTS:

RESPOND ONLY TO THOSE ITEMS WHICH ARE APPLICABLE TO THIS EMPLOYEE.

5. JOB DESCRIPTION -

OBJECTIVES:

ACTIVITIES:

SUPERVISOR'S COMMENTS:

EMPLOYEE'S COMMENTS:

6. JOB DESCRIPTION -

OBJECTIVES:

ACTIVITIES:

SUPERVISOR'S COMMENTS:

EMPLOYEE'S COMMENTS:

RESPOND ONLY TO THOSE ITEMS WHICH ARE APPLICABLE TO THIS EMPLOYEE.

7. JOB DESCRIPTION -

OBJECTIVES:

ACTIVITIES:

SUPERVISOR'S COMMENTS:

EMPLOYEE'S COMMENTS:

8. JOB DESCRIPTION -

OBJECTIVES:

ACTIVITIES:

SUPERVISOR'S COMMENTS:

EMPLOYEE'S COMMENTS:

RESPOND ONLY TO THOSE ITEMS WHICH ARE APPLICABLE TO THIS EMPLOYEE.

9. JOB DESCRIPTION -

OBJECTIVES:

ACTIVITIES:

SUPERVISOR'S COMMENTS:

EMPLOYEE'S COMMENTS:

10. JOB DESCRIPTION -

OBJECTIVES:

ACTIVITIES:

SUPERVISOR'S COMMENTS:

EMPLOYEE'S COMMENTS:

RESPOND ONLY TO THOSE ITEMS WHICH ARE APPLICABLE TO THIS EMPLOYEE.

11. JOB DESCRIPTION:

OBJECTIVES:

ACTIVITIES:

SUPERVISOR'S COMMENTS:

EMPLOYEE'S COMMENTS:

12. JOB DESCRIPTION:

OBJECTIVES:

ACTIVITIES:

SUPERVISOR'S COMMENTS:

EMPLOYEE'S COMMENTS:

COMMUNITY COLLEGE OF ALLEGHENY COUNTY

FORM FOR EVALUATIVE JUDGMENT

COUNSELORS

LIBRARIANS

AUDIO-VISUAL SPECIALISTS

PARAPROFESSIONALS

* * * * * * * *

EMPLOYEE: ______________________________

SUPERVISOR: ______________________________

CAMPUS: ______________________________

DEPARTMENT: ______________________________

DATE: ______________________________

EMPLOYEE: ______________________________

COMMUNITY COLLEGE OF ALLEGHENY COUNTY
- FORM FOR EVALUATIVE JUDGMENT - COUNSELORS, LIBRARIANS, AUDIO-VISUAL, SPECIALISTS, PARAPROFESSIONALS

EVALUATE THE OVERALL EFFECTIVENESS OF THE EMPLOYEE (CHECK ONE):

1. _____ SATISFACTORY

    a. Potential problem area(s) if any:

    b. Employee's reactions (if any):

2. _____ UNSATISFACTORY

    a. Specific areas which render the Employee's performance unsatisfactory:

    b. Suggested activities the Employee may pursue to improve performance:

    c. Employee's reactions (if any):

SUPERVISOR'S SIGNATURE: ____________________

EMPLOYEE'S SIGNATURE OF CONCURRENCE: ____________________

APPENDIX C - COMMITTEE RECOMMENDATION FORM

COMMITTEE RECOMMENDATION

____________________ Campus

Name of Committee: ____

Date of Joint Distribution: __________________ as agreed to by representatives of:

Federation ____
(signed)

Student Government ____
(signed)

Office of Executive Dean ___________________________________
(signed)

The Chairperson of each Committee is responsible for obtaining agreement for a joint distribution date.

Appeals procedure: Any Ten (10) members of the constituent bodies may appeal a recommendation by petitioning a committee in writing within five (5) reporting days after distribution of a recommendation.

Last date to apply for a hearing: ______________________________________

Signature of Chairperson and date when forwarded to Executive Dean: (Date must be after last date to apply for a hearing - or after any hearing).

____ __________________________
(signed) (date)

Statement of Recommendation:

Action of Executive Dean:

APPENDIX D

COLLEGE-AUTHORIZED TRAVEL FORM

COMMUNITY COLLEGE OF ALLEGHENY COUNTY

_______________ Campus

THE COLLEGE HEREBY AUTHORIZES _______________________________

TO ENGAGE IN OFFICIAL BUSINESS ON BEHALF OF THE COLLEGE.

NATURE OF BUSINESS

SIGNATURE _______________________
OF AUTHORIZED COLLEGE REPRESENTATIVE

DATE _______________________

APPENDIX E

GRIEVANCE FORM

APPENDIX E OF THE 1983 THROUGH 1986
COLLECTIVE BARGAINING AGREEMENT

NAME OF GRIEVANT OR FEDERATION OFFICIAL: ______________________ DOCKET NO.: __________

CAMPUS: __________________ DATE GRIEVANCE INITIATED IN STEP I: __________

POSITION: __________________ DATE GRIEVANCE INITIATED IN STEP II: __________

NAME OF PERSONS APPEALED TO: ______________________________

GRIEVANCE: ______________________________

REMEDY REQUESTED: ______________________________

______________________________ ______________
Signature of Employee *Date*

______________________________ ______________
Signature of Union Official *Date*

GRIEVANCE FORM

APPENDIX E OF THE 1983 THROUGH 1986
COLLECTIVE BARGAINING AGREEMENT

ANSWER TO STEP II GRIEVANCE:

IN RE: ______________________ ___________________ DOCKET NO.: _________________
Name of the Grievant or Federation Official *Location (campus)*

DEAR ____
Name of Appropriate Grievance Person

PURSUANT TO STEP II OF THE GRIEVANCE PROCEDURE, A MEETING IN THE ABOVE-CAPTIONED MATTER WAS HELD ON ______________________. THOSE PRESENT WERE:

____

____

THE GRIEVANCE OF THE UNION WAS: (Quote Grievance Verbatim) ________________

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THE POSITION OF THE UNION WAS: (Paraphrase Union Position Accurately) __________

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THE UNION THEREFORE REQUESTED THE FOLLOWING REMEDY: ______________________

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POSITION OF THE COLLEGE: ____

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ANSWER TO STEP II GRIEVANCE: (Cont.)

STATE COLLEGE POSITION ACCURATELY ON FACTS AND THE REMEDY, AND THEN AT THE END STATE THEREFORE THE GRIEVANCE IS:

(A) AFFIRMED WITH APPROPRIATE REMEDY;

(B) AN OFFER OF COMPROMISE AND STATE THE TERMS;

(C) DENIED.

_______________________________________ _______________________

Immediate Supervisor or Administrator *Date*

GRIEVANCE FORM

APPENDIX E OF THE 1983 THROUGH 1986
COLLECTIVE BARGAINING AGREEMENT

APPEAL TO STEP III:

DOCKET NO. ____________

TO: ________________________________
Appropriate Executive Dean

FROM: ________________________________
Federation President or Vice President

DATE: ________________________________

IN RE: ________________________________
Name of Grievant or Federation Official

DEAR ________________________________
Appropriate Executive Dean

PLEASE BE ADVISED THAT THE REOMMENDED DECISION OF THE CAMPUS AT STEP II IS UNSATISFACTORY, AND THE FEDERATION THEREFORE APPEALS THE ABOVE-CAPTIONED GRIEVANCE TO STEP III OF THE PROCEDURE.

________________________________ ________________
Signature of Union Official *Date*

(Please attach all previous forms and relevant documentation, if any.)

GRIEVANCE FORM

APPENDIX E OF THE 1983 THROUGH 1986
COLLECTIVE BARGAINING AGREEMENT

ANSWER TO STEP III GRIEVANCE: (Page 1 OF 2)

IN RE: ____________________ ____________________ DOCKET NO.: ______________
Name of the Grievant or Federation Official *Location (campus)*

DEAR ____
Name of Appropriate Grievance Person

PURSUANT TO STEP III OF THE GRIEVANCE PROCEDURE, A MEETING IN THE ABOVE-CAPTIONED MATTER WAS HELD ON ________________________. THOSE PRESENT WERE:

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THE GRIEVANCE OF THE UNION WAS: (Quote Grievance Verbatim) ______________

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THE POSITION OF THE UNION WAS: (Paraphrase Union Position Accurately) ____________

THE UNION THEREFORE REQUESTED THE FOLLOWING REMEDY: ____________

POSITION OF THE COLLEGE: ____________

STATE COLLEGE POSITION ACCURATELY ON FACTS AND THE REMEDY, AND THEN AT THE END STATE THEREFORE THE GRIEVANCE IS:

(A) AFFIRMED WITH APPROPRIATE REMEDY;

(B) AN OFFER OF COMPROMISE AND STATE THE TERMS;

(C) DENIED.

____________ ____________

Campus Executive Dean *Date*

GRIEVANCE FORM
APPENDIX E OF THE 1983 THROUGH 1986
COLLECTIVE BARGAINING AGREEMENT

APPEAL TO STEP IV: (PAGE 1 OF 1)

DOCKET NO.: __________

TO: ______________________________
College President or Designee

FROM: ______________________________
Federation President or Vice President

DATE: ______________________________

IN RE: ______________________________
Name of Grievant or Federation Official

DEAR ______________________________
College President or Designee

PLEASE BE ADVISED THAT THE RECOMMENDED DECISION OF THE CAMPUS AT STEP III IS UNSATISFACTORY, AND THE FEDERATION THEREFORE APPEALS THE ABOVE-CAPTIONED GRIEVANCE TO STEP IV OF THE PROCEDURE.

______________________________ ______________
Signature of Federation Official **Date**

(Please attach all previous forms and relevant documentation, if any.)

GRIEVANCE FORM

APPENDIX E OF THE 1983 THROUGH 1986
COLLECTIVE BARGAINING AGREEMENT

ANSWER TO STEP IV GRIEVANCE: (PAGE 1 OF 2)

IN RE: ______________________ ____________________ DOCKET NO.: __________________
Name of the Grievant or Federation Offical *Location (campus)*

DEAR ____
Name of Appropriate Grievance Person

PURSUANT TO STEP IV OF THE GRIEVANCE PROCEDURE, A MEETING OF THE ABOVE-CAPTIONED **MATTER WAS HELD ON** __________________________. THOSE PRESENT WERE:

____

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____

THE GRIEVANCE OF THE UNION WAS: (Quote Grievance Verbatim) ______________________

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ANSWER TO STEP IV GRIEVANCE: (Cont.) (PAGE 2 OF 2)

THE POSITION OF THE UNION WAS: (Paraphrase Union Position Accurately) ____________

THE UNION THEREFORE REQUESTED THE FOLLOWING REMEDY: ____________

POSITION OF THE COLLEGE: ____________

STATE COLLEGE POSITION ACCURATELY ON FACTS AND THE REMEDY, AND THEN AT THE END STATE THEREFORE THE GRIEVANCE IS:

(A) AFFIRMED WITH APPROPRIATE REMEDY;

(B) AN OFFER OF COMPROMISE AND STATE THE TERMS;

(C) DENIED.

____________________ ____________

College President or Designee *Date*

GRIEVANCE FORM

APPENDIX E OF THE 1983 THROUGH 1986
COLLECTIVE BARGAINING AGREEMENT

APPEAL TO STEP V: (PAGE 1 OF 1)

DOCKET NO.: ____________

TO: ________________________________
College President or Designee

FROM: ________________________________
Federation President or Specified Designee

DATE: ________________________________

IN RE: ________________________________
Name of Grievant or Federation Official

DEAR ________________________________
College President of Designee

PLEASE BE ADVISED THAT THE RECOMMENDED DECISION OF THE COLLEGE OFFICE AT STEP IV IS UNSATISFACTORY AND THE FEDERATION THEREFORE APPEALS THE ABOVE-CAPTIONED GRIEVANCE TO ARBITRATION IN ACCORDANCE WITH THE PROCEDURES SPECIFIED IN STEP V OF THE COLLECTIVE BARGAINING AGREEMENT.

________________________________ ____________
Signature of Federation President or Specified Designee *Date*

APPENDIX F

CCAFT SUMMER WITHHOLDING AGREEMENT

PRESENT WITHHOLDING STATUS	Married ____________	Allowances Claimed ____________
	Single ____________	Additional Amount, if any $______

I elect to have Federal Income Tax withheld calculated on separate summer payments rather than total summer payments, thus, resulting in less withholding. I understand that this arrangement is applicable only during the months of June, July, and August, and beginning September my withholding calculation will revert to the conventional method based on the status indicated in above.

Signature ______________________________ Date ______________, 19______

Front of CCAFT SUMMER WITHHOLDING AGREEMENT

During the summer months you, as a full-time faculty member receiving additional summer compensation, are given the option of having your withholding tax calculated separately on monthly salary and any overage, or on the total of the two. The examples below illustrate each method:

A. SEPARATE PAYMENTS

Contract salary	$1,000	Summer pay	$1,000
Withholding tax	148	Withholding tax	148
Total Payment	$2,000		
Withholding tax	296		

B. TOTAL PAYMENTS

Contract salary	$1,000
Summer Pay	1,000
Total payment	$2,000
Withholding tax	409

If you elect to have withholding tax calculated on separate payments, complete the opposite side of this card and return it to your Campus Business Office.

Reverse Side of CCAFT SUMMER WITHHOLDING AGREEMENT

APPENDIX G

CCAC NON-TEACHING OVERAGE

APPENDIX G OF THE 1983 THROUGH 1986
COLLECTIVE BARGAINING AGREEMENT

Name ______________________ Social Security Number ______________________

Department ______________________

Type of Overage:	Credit Reduction	Credits If Appropriate	Cash
Academic Advisor			
Department Chairman ____			
Federation Officer ____			
Registration ____			
Curriculum ____ (please describe below)			
Other ____ (please describe below)			

Description of Project:

Signature (Faculty Member) ______________________

Departmental Approval ______________________

Campus Approval ______________________

Copies For:

1. Faculty member
2. Campus
3. Employee Relations
4. Payroll
5. AFT Office

APPENDIX H

SABBATICAL LEAVE APPLICATION

DATE:____________________________

SABBATICAL TERM

ACADEMIC YEAR__________________ ONE HALF YEAR__________________

NAME:____________________________ SOCIAL SECURITY #________________

DEPARTMENT:________________________ CAMPUS PHONE____________________

HOME ADDRESS:____
Number Street

____
City State Zip Code

HOME TELEPHONE NUMBER:______________

_______________: Date of first full-time employment at the
Date Community College of Allegheny County

LIST ANY PART-TIME TEACHING AT CCAC BEFORE FULL- TIME EMPLOYMENT

1) Identify the plans you have for this sabbatical project.

2) What are your arrangements to meet the objectives of your plans?

3) Account for any anticipated income to be derived during this sabbatical leave.

4) Indicate how this project will result in increased individual performance or produce academically or socially useful results valuable to the College.

5) (To be completed after returning from leave)
Summarize the tangible results of your sabbatical project.

SABBATICAL RECEIPT FORM

APPLICANT NAME____

DEPARTMENT____

DIVISION____

SUBMITTED TO______________________________

ON______________________________DATE

RECEIVED BY ______________________________

ON______________________________DATE

College Policy I

DEPARTMENTAL PARTICIPATION IN BUDGET-MAKING

Individual departments, together with the Department Head, shall participate in the departmental budget-making process and requests for information relative to the departmental budget may be directed by the department to the appropriate Assistant Dean. The Assistant Deans shall encourage departmental involvement in the development of both the annual and long-range operating and capital budgets and shall cooperate to the extent possible in alleviating problems concerning coordination of (a) budget information; (b) budget development, and (c) budget utilization within the academic divisions.

College Policy II

COURSE PREPARATION

Teaching Employees will normally have no more than three (3) different course preparations each semester unless specifically requested by the Employee. Where the nature of course offerings and the number of available teaching Employees prevent the accomplishment of these course preparation guidelines, courses shall be assigned so as to accomplish a minimum number of preparations per Employee.

College Policy III

LABORATORY CLASS ENROLLMENT

Enrollment in laboratory classes is determined by the maximum of properly equipped student work stations. Enrollment by students in laboratory classes during the add-drop period shall be allowed up to the maximum as determined by the number of student work stations; enrollment beyond the maximum is only by permission of the Employee.

College Policy IV

ADVERTISING OF POSITIONS

Invitations to apply for open positions will be extended throughout the College concurrently with the placing of advertisement at other sources.

College Policy V

CHILD CARE CENTERS

The College will continue with its present policy regarding Child Care Centers which holds that while the College may not utilize any of its own financial resources for this purpose, it will continue to cooperate with Federal, State, local or private sources and agencies in the support of child care services.

College Policy VI

EMPLOYEE ATTENDANCE AT CONVOCATION AND GRADUATION

Attendance at Convocation and Graduation is encouraged but voluntary. Employees not expecting to attend shall notify the appropriate Department Head not later than fourteen (14) days before the event.

College Policy VII

PROGRAM COMPLETION

The College shall make every attempt to accommodate student demands for courses required for graduation through improved coordination of day, evening and/or Saturday offerings or by allowing comparable course substitutions if necessary. No programs of study will be terminated unless those students registered in a program can be accommodated in a comparable program within the campus attended or through transfer to a comparable program at another campus.

College Policy VIII

APPOINTMENT

A. Appointment of all new Employees shall be made by the Board of Trustees upon recommendation of the College President.

B. The appropriate Dean shall receive and forward to the department (or its review committee) all applications for hire in that department.

C. Normally the responsibility for initiating recommendations for hire shall reside with the members of the department where the new hire will be working provided the department (or its review committee) adheres to guidelines offered to the department setting forth the College's requirements in relation to budgetary planning, affirmative action, rank structure, and specific courses to be taught. These guidelines shall be provided prior to the initiation of any recruitment efforts.

D. Recommendations for hiring new teachers shall be subject to the mutual approval of the department (or its review committee) and the Executive Dean or his/her designee, unless the department (or its review committee) fails to adhere to Paragraph C above.

E. Appointments of new Counselors and Librarians shall be made in the same manner as described above; the hiring of Audio-Visual Specialists and Paraprofessionals shall be subject to the consideration of the appropriate department (or its review committee).

College Policy IX

CHANGE OF STUDENT GRADE

No student's grade may be altered without the approval of the Employee who gave that grade in the first instance. In the event a question arises with respect to a grade given by an Employee who has left the employment of the College, the matter shall be referred to the appropriate department which shall decide whether a change is appropriate, and if so, shall initiate the appropriate change of grade procedure.

College Policy X

HEALTH CARE CENTERS

The College will continue with its present policies regarding health services for students and will attempt to improve these services.

On each campus an administrator shall be designated who will provide emergency medical and health referrals and information.

Each campus will promulgate procedures describing actions to be taken in the event of a medical emergency.

College Policy XI

CAMPUS MEETINGS

Practices presently in existence for the scheduling of campus meetings shall remain in effect for the duration of this Agreement.

College Policy XII

CRITERIA FOR INITIAL PLACEMENT AND MINIMUM CRITERIA FOR PROMOTION IN RANK

I. *EVALUATION OF ACADEMIC AND EXPERIENTIAL CREDENTIALS:*

The College shall utilize the following criteria in evaluation of all work experience, as well as evaluation of academic credentials, for the purpose of assigning proper rank placement for hiring and for determining eligibility for promotion:

A. EXPERIENCE PRIOR TO FULL TIME-EMPLOYMENT AT THE COLLEGE:

1. *Educational Experience:*

a. Educational experience shall be accrued in the following areas:

(1) Classroom teaching
(2) Counseling
(3) Library work
(4) Technical and Audio-Visual work.

b. Such educational experience shall be accrued at any or all of the following types of institutions, whether public or private:

   (1) Elementary and secondary schools
   (2) Two-year community and junior colleges
   (3) Four-year colleges and institutions
   (4) Specialized institutes of a technical or cultural nature
   (5) Governmental educational institutions.

c. Part-time educational experience:

   (1) For part-time teaching at the college level and for teaching assistantships, each thirty (30) semester hours shall be equal to one (1) year experience.

   (2) For part-time educational experience in the counseling, library, audio-visual and technical areas, the hours worked shall be prorated to the normal annual workload in those areas, and years of experience shall be accrued accordingly.

d. The College shall grant for educational experience prior to full-time employment at the College one (1) year credit for each of the first six (6) years of such experience, and one-half (½) year of credit for each additional year to a maximum of two (2) additional years of credit. No Employee shall be eligible for more than eight (8) years of credit for prior educational experience.

2. *Full-Time Experience Other Than Education:*

   a. Years of full-time experience other than education shall be accrued in accordance with the following:

      (1) All such experience shall have been full-time work for which compensation was received.

      (2) Non-teaching experience in fields relevant to the Employee's teaching discipline(s) at the College shall be credited only for work performed after attainment of a Bachelor's Degree.

      (3) Counseling experience other than the educational field shall be credited only for work performed after attainment of a professional degree in counseling.

      (4) Library experience other than the education field shall be credited only for work performed after attainment of a professional degree in Library Science.

(5) Employees in the Fine Arts or Career Programs shall be credited with years of related technical and professional experience outside education whether or not a Bachelor's Degree preceded such experience.

(6) Paraprofessionals and Audio-Visual Specialists shall be credited for years of related experience outside education whether or not a Bachelor's Degree preceded such experience.

b. The College shall grant for full-time experience outside education one (1) year of credit for each of the first six (6) years of such experience and one-half (½) year of credit for each additional year to a maximum of two (2) years credit. No Employee shall be eligible for more than eight (8) years of credit in this category, except as provided for in the following:

> Employees in the trade-career programs, in which apprenticeship and journeyman training have been traditional, shall have the right to accrue a maximum of twelve (12) years of credit in this category. For such Employees the College shall grant for full-time experience in such trade one (1) year of credit for each of the first ten (10) years of such experience and one-half (½) year of credit for each additional year to a maximum of two (2) additional years of credit.

c. Registrations such as CPA, RN, Registered Engineer, Registered Architect, etc., shall be evaluated as equal to thirty (30) credits for those with less than a Master's Degree.

B. The College shall credit an Employee with one (1) year of experience for each year of full-time employment with the College. There shall be no maximum as to the number of years' experience to accrue.

C. For purposes of hiring, credits and degrees to be evaluated shall be related to the expertise required by the position to be filled.

Credits and degrees applied towards promotion shall be related to the expertise required by the Employee's position in the College.

II. *GUIDELINES FOR RANK ASSIGNMENT AND SALARY PLACEMENT:*

A. Any Employee hired during the term of this Agreement shall be assigned rank in accordance with Tables I and II of this policy. New Employees shall be assigned to either the highest rank for which they are eligible or if that rank is assistant professor or higher, to the immediately preceding rank.

B. Salary placement for new Employees shall be at a level commensurate with the salaries of Employees with similar experiential and educational backgrounds. In no instance shall the assigned salary be less than the minimum salary for the highest rank for which the Employee is eligible.

College Policy XIII

COLLEGEWIDE COMMITTEE ON PROMOTIONS

A Collegewide committee will be convened on or about October 1, 1983 to develop criteria for promotion:

I. The committee will consist of an equal number of Employees and administrators with equal representation from each campus.

II. In the event this committee cannot agree on criteria by November 15, 1983, the criteria suggested by the constituencies represented on the committee will be submitted to a mutually agreeable third party who will select one of the two suggested systems. The decision of the third party will be final and binding.

III. The criteria developed through this process will be used for the term of this Agreement.

IV. This committee must also develop separate criteria for promotions where appropriate.

V. No later than December 1, 1983, the College shall publish this promotion criteria and the designated application and distribute them to all Employees.

College Policy XIV

DEVELOPMENTAL EDUCATION

As a matter of policy, the College agrees to operate its developmental courses, those below the 100 level, at student enrollment levels no more than 80% of the student-faculty ratio for all other credit courses. The student-faculty ratio shall be calculated at each campus. This calculation shall be based on actual enrollments in all credit classes, exclusive of developmental courses. The campus student-faculty average for the previous academic year shall serve as the point of reference.

This policy shall also include 11100, Basic Principles of Composition, and 16100, Advanced Reading and Study, at Allegheny Campus.

This policy shall go into effect in Spring Term of 1978.

College Policy XV

PROPRIETARY RIGHTS

Statement of Purpose:

The spirit of this policy shall be to encourage innovative, tangible productivity. Implicit, also, shall be the notion that the College "profits" from the academic prestige of its faculty and staff, and that such prestige is most generally derived from publications, patents, grants and similar public evidence of expertise. The institution's primary thrust is that of teaching. The encouragement of activities specifically designed to improve the effectiveness and efficiency of teaching is in the best interest of the institution and consistent with its mission.

Areas of Proprietary Interest:

1. Any copyrightable material, process, or product.

2. Any patentable material, process, or product.

A. Circumstances under which the College would not claim proprietary interest:

1. If an Employee has produced anything in the Area of Proprietary Interest on his or her own time, not involving College money, equipment, materials, personnel, or time, (for which said person was paid to perform contracted duties), the College shall have no rights to such material, processes, products, or techniques as specified in the Area of Proprietary Interest.

2. The College would take no proprietary interest in an approved project such as the production of textbooks, monographs, articles, video or audio tapes, as long as the total compensation to the faculty member was less than or equal to a three (3) credit course reduction for one (1) semester or equivalent payment; further, that the College would take no proprietary interest if the faculty member received no compensation, but that direct or indirect cost to the College on an approved project would be less than or equal to four hundred ($400) dollars. Under this circumstance, the College would retain the right to use that which was developed, without payment to the Employee and/or copyright/patent holder. The Employee would be free, at his/her expense, to seek a copyright or patent and/or to market that which was developed.

3. A project is supported in whole or in part by a grant from an external agency (federal, state, or private). The conditions of the grant will prevail. If no conditions are specified, then B. will be applicable.

B. Circumstances under which the College may claim proprietary interest:

1. If an Employee was hired specifically to produce materials, processes or products which could be in the areas of Proprietary interest, then the college, at its sole discretion would return all proprietary rights.

2. If an Employee was employed temporarily or full-time, with primary duties specified as other than the "project" but received additional compensation in excess of a three (3) credit course reduction or equivalent cash; or received support (copying, video-taping, graphics, typing, etc.) valued at more than four hundred ($400) dollars, then the College, at its sole discretion would claim proprietary interest to the extent of recovery of all substantiated costs to the College associated with the project in question. Costs shall be recovered by applying fifty (50%) percent of revenues until reimbursement is completed.

C. General Provisions:

1. The person(s) producing the product shall be acknowledged as the author(s) and all appropriate credits shall be given to all primary and support personnel.

2. Use or copyright of the product by the College does not violate contractual agreements whether with an individual or a collective bargaining agent or an external agency, e.g., a project supported by a government grant is "public property" and generally not subject to proprietary interests.

3. The internal use of developed material shall be without charge to the College and shall be housed in its Learning Resources Center and shall be distributed, or reserved, as all other materials. The College may distribute, on a temporary loan-non-profit basis, to other institutions, said materials. External distribution for any reason other than demonstation or review purposes shall be by the mutual consent of the College and the author(s) in writing. The author(s) may use such materials for professional activities such as conferences, conventions, and so forth. In cases where the College or author(s) have gained proprietary rights, this general provision may still be in effect if written agreements do not specifically prohibit it. The author(s) retain the right to review recorded material in order to update or otherwise improve its accuracy or quality. If significant costs are associated with such updates or improvements, a separate agreement may be negotiated or at the discretion of the College, the material may be removed from circulation.

Table I

ELIGIBILITY FOR PROMOTION IN RANK AND INITIAL PLACEMENT
(Instructor to Professor)

	Years of Experience			
	Instructor	Assistant Professor	Associate Professor	Professor
Diploma	9	12	16	
Diploma + 30 Credits	8	11	14	
Associate	6	9	12	16
Associate + 30 Credits	5	8	11	15
Bachelors	2	5	8	12
Bachelors + 30 Credits Masters	0	2	5	9
Bachelors + 60 Credits Masters + 30 Credits	0	1	4	8
Masters + 60 Credits		0	3	7
Doctorate		0	2	6

Table II

ELIGIBILITY FOR PROMOTION IN RANK AND INITIAL PLACEMENT
(Paraprogrssionals I and II and Assistant Instructor)

	Years of Experience		
	Paraprofessional I	Paraprofessional II	Assistant Instructor
Diploma	0	4	7
Diploma + 30 Credits	0	2	6
Associate		0	4
Associate + 30 Credits		0	3
Bachelors		0	0

TABLE III

LEVELING SCHEDULE

1. Ten-Month Leveling Schedule:

Paraprofessional I	$ 9,200
Paraprofessional II	10,600
Assistant Instructor	12,000
Instructor	13,400
Assistant Professor	16,000
Associate Professor	18,700
Professor	21,700

2. Twelve-Month Leveling Schedule:

Paraprofessional I	11,500
Paraprofessional II	13,250
Assistant Instructor	15,000
Instructor	16,750
Assistant Professor	20,000
Associate Professor	23,375
Professor	27,125

3. The leveling minimum for an Employee with a given rank as of September 1, 1983, and number of years of service as of September 1, 1985, shall be equal to the salary for that rank as cited herein plus five hundred twenty-five ($525.00) dollars for each year of service or three hundred ($300) dollars for each year of service for those in the Paraprofessional ranks. If, after applying the salary raise effective September 1, 1985, the Employees' salary is below the salary for his/her rank and number of years of service, his/her base salary shall be raised to that minimum effective September 1, 1985.

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COLLECTIVE BARGAINING AGREEMENT

By and Between

COMMUNITY COLLEGE OF PHILADELPIA

And

THE FACULTY FEDERATION OF THE
COMMUNITY COLLEGE OF PHILADELPHIA,
LOCAL 2026, of the
AMERICAN FEDERATION OF TEACHERS, AFL-CIO

September 1, 1985 to August 31, 1990

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This Agreement made and entered into this 30th day of June, A.D., 1987, by and between Community College of Philadelphia ("College"), through its Board of Trustees ("Board") and The Faculty Federation of the Community College of Philadelphia, Local 2026 of the American Federation of Teachers, AFL-CIO ("Federation")

WITNESSETH:

Board has agreed to recognize Federation as the sole and exclusive bargaining agent in the unit hereinafter described. Both parties desiring to work with each other in mutual respect, harmony and cooperation; and both parties recognizing that collective bargaining in good faith will assist them in reaching a common understanding have agreed as follows:

ARTICLE I

RECOGNITION

A. Board recognizes Federation as the sole and exclusive bargaining agent at its Campuses and facilities (all places where the College offers services) for the following classes of full-time employees ("Employees") irrespective of where such Employees may render their service, and excluding all others:

Rank A - Instructional Aides - (Replacing what formerly had been called Rank I - Departmental Assistants and Rank III - Departmental Associates)

Rank B - Instructional Aides - (Replacing what formerly had been called Rank II - Assistant Instructors and Rank IV - Associate Instructors)

Rank V - Instructors

Rank VI - Assistant Professors

Rank VII - Associate Professors

Rank VIII - Professors

(Including those who have formerly been known as Lecturers).

B. Department Heads, Curriculum Supervisors, Division Deans and all other Administrative personnel, part-time employees (those who teach fewer than nine [9] credit hours per semester or, those Counselors and Librarians who work twenty-four [24] hours or less a week provided, however, that in determining the hours of work for Librarians, a contact hour of teaching shall be equal to three [3] hours per week for this computation), full or part-time visiting Lecturers, interns, classified employees and all exempt and confidential employees are specifically excluded from the bargaining unit. For the purposes of this Agreement the titles "Department Chair" and "Curriculum Supervisor" shall have the same meaning as the title "Department Head".

C. The Board agrees to deduct in semi-monthly installments from the academic base salaries of Employees who have duly authorized such deductions in writing in accordance with law, the regular annual dues of Federation and to remit same to Federation no later than fifteen (15) days after such deductions are made, together with a list containing the names of Employees from whom the deductions are made and the amount deducted from each, as well as the names of those who had authorized deductions but for whom no deductions have been made.

D. All Employees who are members of Federation as of the date of ratification of this Agreement or who, thereafter, during its term become members of Federation shall, as a condition of continued employment, maintain their membership in the Federation for the term of this Agreement; provided, however, that any such Employee may resign from membership in the Federation during a period of fifteen (15) days prior to the expiration of this Agreement, and, provided further, that the payment of dues and assessments while s/he is a member shall be the only requisite employment condition.

ARTICLE II

RIGHTS OF BOARD

Except as hereinafter specifically provided such as in Article XXI, Institutional Participation, the operation and administration of the College, including the right to make rules and regulations pertaining thereto, shall be fully vested in its Board and its President and their duly designated representatives. Nothing herein stated shall be construed as a delegation or waiver of any powers or duties vested in the Board or any administrator by virtue of any provision of the laws of the Commonwealth of Pennsylvania. The Board and its representatives shall take no action violative of, or inconsistent with, any provision of this Agreement.

Except as herein provided, the Board shall not, without a prior "meeting and discussion" (as that term is defined in Act 195) with the Federation, take any action violative of or inconsistent with any policy or practice affecting the conditions of employment of Employees or establish any new policy or practice affecting the conditions of employment of Employees existing on the date of execution of this Agreement.

ARTICLE III

RIGHTS OF FEDERATION

A. (1) The President agrees to meet at mutually convenient times, but at least monthly, if requested, with representatives of Federation for the purpose of discussing matters of educational policy and development as well as matters related to the implementation of this Agreement. Requests for such meetings shall be made at least one (1) week in advance, where possible, and shall include a proposed agenda; provided, however, that the President may bring with him/her to any such meeting anyone s/he desires and may also submit an agenda if s/he so chooses.

(2) Joint minutes, prepared in a manner mutually agreed to, shall be kept with respect to decisions made and/or agreements reached at each such meeting.

B. (1) Duly authorized representatives of Federation shall be permitted to transact official Federation business on Board property at reasonable times, provided that this shall not interfere with or interrupt normal College operations. Requests for use of rooms shall be made in writing three (3) days prior to the desired meeting, when possible. Meetings shall be scheduled within the regular shift hours of the custodial staff. Federation shall reimburse Board for any costs resulting from such use.

(2) Federation shall have a separate office on each campus assigned to its exclusive use.

C. Federation shall have the right to post the official notices of its activities on bulletin boards. Such notices shall list the Federation as their source. Federation may use Board's inter-office mail service and mail boxes for distribution of official Federation communications. Federation may use the facilities of the mail and copy center at cost.

D. (1) Board shall make available to Federation, upon reasonable notice, any material, information, statistics and/or records which it might have and which are relevant to negotiations or to the proper enforcement or implementation of this Agreement.

(2) Once each semester Board shall give to Federation a list of names, addresses, ranks and salaries of all Employees. Each Employee shall advise the Assistant to the President - Personnel with respect to any changes pertaining to that Employee's name, address and phone number. The Federation shall be notified of all such changes, excluding phone numbers, upon their receipt.

E. Whenever members of the bargaining unit are mutually scheduled by the parties to this Agreement to participate during working hours in conferences or meetings pertaining to the Collective Bargaining Agreement, they shall suffer no loss in pay.

F. Board shall supply Federation with an organization chart and shall advise it as to changes when applicable.

ARTICLE IV

FAIR PRACTICES

1. Neither the Board nor the Federation shall discriminate against any Employee because of race, creed, color, national origin, sex, age, marital status, or membership in (or lack thereof) or activities on behalf of the Federation or any other organization or for any other reason violative of law.

2. There shall be no restriction on the employment of more than one (1) member of the same family; provided, however, that no Employee will initiate or participate in any institutional decision involving a direct benefit to a member of his/her family.

ARTICLE V

ACADEMIC QUALIFICATIONS

A. (1) (a) Board shall assign a rank to each Employee; and the minimum qualifications therefor shall be as specified in Exhibit "A", attached hereto and made a part hereof; provided, however, that no present Employee shall have his/her rank reduced because s/he fails to meet the minimum qualifications for his/her present rank.

(b) Anything herein to the contrary notwithstanding, an Employee working in a program regulated by an outside agency must as a condition of continued employment (unless grandfathered by that agency), submit any credential which is required by law or regulation or to acquire or maintain program accreditation; provided, however, that any present Employee shall have a period not to exceed five (5) years to obtain required new or changed credentials if such period is authorized by law or regulation or by the accrediting agency (otherwise they shall have such shorter period, if any, as is authorized by law or regulation or by the accrediting agency).

(2) An Employee hired for a teaching assignment on a regular basis shall not be placed in Rank A or B - Instructional Aides - if s/he is qualified, according to Exhibit "A", for Rank V or for higher rank. An Instructional Aide currently performing in a teaching assignment on a regular basis shall be placed in Rank V immediately upon his/her attaining the minimum qualifications for said Rank; in such case, the hiring procedure specified in Section A(1) of Article VI, Initial Appointments, shall not apply.

B. (1) All Employees shall be evaluated.

(2) The Joint Committee specified in Section 5 below, shall develop a college-wide faculty evaluation system to include; student evaluation, peer review, professional development, self assessment and department head review. During the course of the academic year of 1985/86, the Committee will solicit the comments and recommendations of faculty. The committee will then incorporate such comments as it deems appropriate, into the draft of their final report to the faculty. The draft of the final report will be presented to the General Faculty and the Administration by April 1, 1986. The Faculty will then be invited to make final comments and recommendations

to the committee either through participation in an open meeting or in writing to the committee. The committee will consider these comments as well as comments from the Administration and incorporate any final changes as it deems appropriate into their final report.

The final report of the Committee will be completed by August 31, 1986 and submitted to the Faculty for voting by referendum. If accepted by a simple majority of faculty returning ballots, the report will go to the President for implementation, if accepted by him/her. This will be accomplished by the second week of September of 1986.

However, if either party rejects the report, the Committee will re-consider their recommendations over the 1986/87 academic year. As with the 1985/86 academic year, the Committee will solicit the input and comments of Faculty and Administrators concerning the development of the evaluation system. The Committee will issue a final draft of their report by March 1, 1987 at which time Faculty will be asked to make either oral or written comments. The Committee will consider these comments as well as comments from the Administration and incorporate any final changes as it deems appropriate into its final report.

The final report of the Committee will be completed by April 1, 1987 and submitted to the Faculty for voting by referendum. If accepted by at least one vote over one-third of the Faculty returning ballots, the report will go to the President for implementation if accepted by him/her. This will be completed by April 30, 1987.

However, if either party rejects the report, the Committee will re-consider their recommendations over the 1987/88 academic year and prepare a final report by June 15, 1988 to be presented to the President by June 30, 1988 for implementation in the Fall of 1988.

The Department Head and Department shall agree on procedures appropriate for use in formulating that Department's own criteria complementary or supplementary to the College-wide criteria for self-improvement. Written suggestions for self-improvement shall be made by the Department Head using the criteria and procedures established for this purpose. Such suggestions shall be made in the case of first-year Employees by the end of the first semester, and in the case of all other Employees prior to April 1. These suggestions shall be discussed with and shown to each Employee, who shall be given a copy. This material shall be filed within the Department and shall be accessible at the Administrative level to the Division Dean only, for the sole purpose of evaluating the Department Head in the performance of his/her duties as such. Division Deans should have key responsibility for administration of these evaluations.

(3) Recommendations for promotions shall be initiated by the Department Head using both the general College-wide criteria on evaluation for promotions established by the Committee specified in Section 5, below, and the specific criteria

developed for this purpose within the Department. Such recommendations shall be sent to the Division Dean and higher authorities for their review and further action in accordance with the established criteria. These recommendations shall be completed by the Department Head in adequate time for the appropriate persons to act.

(4) Recommendations for non-renewal shall be initiated by the Department Head at least one (1) month prior to the date stipulated for such notice to be given to the Employee. The Department Head shall meet with an Employee who is being considered for non- renewal before such recommendation is made. The Department Head's recommendation shall be made using both the College-wide criteria on evaluation for renewals and the specific criteria developed for this purpose by the department. These recommendations shall be sent to the Division Dean and higher authorities for their review and further action.

(5) A committee of thirteen (13) consisting of six (6) Employees appointed by the Federation, an equal number of Administrators appointed by the President, and an outside consultant with expertise in faculty evaluation, shall be convened for the purpose of developing the College Wide Criteria to be used as specified in paragraphs (2) (3) and (4) above.

To select the outside cons pecified above, a list of five (5) names will be develop the College's Director of Staff Development and a list of five (5) names by a representative of the Faculty Federation after a review of the literature on faculty evaluation in higher education. The consultant will be mutually agreed upon by both the Federation and the College from among this list of ten (10) names within forty-five (45) days of the implementation of this Contract. If no mutual agreement can be reached, each party will strike the names of up to two (2) persons and the names of the remaining persons will be placed in a hat and selected at random.

The cost of the consultant will be shared equally by the Federation and the College.

Each member of this Committee will have one (1) vote, to include the consultant, for the purpose of voting on the recommendations and the final report for a college-wide faculty evaluation system as outlined in paragraph (2) above.

(6) After the college-wide criteria for faculty evaluation as outlined in paragraph (2) above have been implemented, a committee consisting of Employees appointed by the Federation and an equal number of Administrators appointed by the President shall be convened annually to review the College-wide criteria to be used as specified in paragraphs (2), (3), and (4), above. Such review shall begin no later than February 1, and the committee's report shall be completed and submitted to the President by April 30. In the event the Committee fails to issue a report, the then existing criteria will be used for evaluations.

ARTICLE VI

APPOINTMENTS AND RENEWALS

A. (1) Initial Appointments

Responsibility for initiating recommendations for hiring shall vest with the members of the Department where a newly-hired Employee will be working. The hiring procedure shall be as follows:

(a) The Administration shall inform the Department of the probable number of positions to be filled as early as possible, and in no case later than October 5 if the positions are to be filled for the Spring semester or February 15 if the positions are to be filled for the Fall semester.

(b) A Department Hiring Committee (elected by the Department), the Department Head, and the Division Dean will meet prior to the beginning of the formal screening process to discuss the specific needs of the Department to be satisfied in filling the new position(s).

(c) In any case, all recommendations for the hiring of new Employees in a Department shall be subject to the consideration and approval first of the Department Hiring Committee, next of the Department Head, then of the Division Dean, then of the Vice President for Academic Affairs or Vice President for Student Affairs (as applicable) and, finally, of the President.

(d) The Department Hiring Committee may be required by the Administration to furnish a list, in its order of priority, of recommended applicants to a total of two (2) for each position to be filled, provided that there is that number of applicants acceptable to the Department Hiring Committee.

(e) The Department Hiring Committee and the Department Head shall be required to provide (1) a list of all applicants rejected, together with all applications and all other material submitted by or on behalf of rejected applicants; and, upon request of the Vice President for Academic Affairs or Vice President for Student Affairs (as applicable), (2) a written statement explaining any specific rejection.

Final decisions with respect to the appointment of any new Employee shall be made by the Board upon recommendation of the President and an appointment shall normally be for the term of one (1) year. Within six (6) weeks of the initial recommendation as aforesaid by the Department Hiring Committee, written notification of action taken regarding the appointment shall be transmitted by the President to the Department Head and the Department Hiring Committee.

An Employee not in a department shall be given the opportunity to participate in the hiring process for Employees hired into his/her area.

(2) Affirmative Action

Recognizing the needs of the students and of the wider community, the Federation and the Board shall encourage members of minority groups to apply for available faculty positions at the College.

B. Renewals

Employees' contracts shall be for a period of one (1) year; the pay period shall be from September 1 to August 31.

Contract renewals for the following academic year will be offered no later than March 15. All contract offers must be accepted or refused no later than April 15. Failure on the part of an Employee to accept a contract offer by that date shall be considered a refusal of the offer (and this shall be so specified in the contract renewal letter). The Board shall provide written acknowledgement to an Employee of the Board's receipt of that Employee's signed contract offer. If the Board does not intend to reappoint an Employee in Ranks V to VIII, it shall so advise him/her as early as possible, but in no event later than March 15 for those in their initial contract year; December 15 for those in their second year; and September 15 of the year prior to the termination of their service for all others.

During his/her first year of service at the College, a non- tenured Employee shall not be denied renewal without cause which shall be stated in writing, if the Employee so requests in writing within fifteen (15) working days of notice. In subsequent years prior to attaining tenure, a non-tenured Employee shall not be denied renewal without cause which shall be stated in writing if the Employee so requests in writing within fifteen (15) working days of notice. If the cause is questioned, the matter shall be processed through the grievance procedure, Article XXII; provided, however, that the final step of this type of grievance shall be with the appropriate committee of the Board and provided, further, that if any part of the procedure leading to non-renewal of a non-tenured Employee is questioned, the grievance may be taken to Step 4 - Arbitration; provided that the absence of Department criteria or the failure to apply same (per Article V) shall not be used as the basis for taking a grievance to arbitration.

Effective September 1, 1986, an employee in Rank A or B who has at least one (1) year of continuous service since his/her last date of hire, shall not be disciplined or denied renewal without just cause. Appeals pertaining to discipline or denials of renewal without just cause shall be processed through the grievance procedure provided for in Article XXII, including Step 4 - Binding Arbitration.

C. Discontinuous Service

Employees who voluntarily terminate, or who are terminated for cause, and who are subsequently rehired, will receive no credit for prior service for any reason, other than credit for years of experience toward minimum requirements for rank as specified in Exhibit "A" of this Agreement. This clause shall not apply to any present Employee hired prior to October 20, 1972 who has discontinuous service.

ARTICLE VII

TENURE

A. The Administration shall advise each Employee upon his/her appointment, of the substantive and procedural standards employed in decisions affecting renewal and tenure by supplying him/her with a copy of this Agreement.

B. "Tenure" shall mean the right of a person to hold his/her position and not to be removed therefrom except for cause in the manner hereinafter provided.

C. Each Employee shall be advised when decisions affecting his/her renewal and tenure are being made and s/he shall be given the opportunity to submit material which s/he believes will be helpful to an adequate consideration of his/her circumstances.

D. Tenure shall be granted as follows:

(1) An Employee in Rank A or in Rank B does not hold tenure; and service in such classification shall not be counted toward tenure; provided that, credit for past service at the rank of Lecturer shall be counted toward tenure for those employed prior to September 1, 1970, whether or not they had a Master's degree at that rank.

(2) Instructors do not hold tenure but service in such classification will be counted toward tenure.

(3) Subject to the provisions of sub-paragraph (1), above, Assistant Professors achieve tenure upon being appointed for a fifth (5th) year counting from the original appointment at the level of Instructor or above.

(4) Subject to the provisions of sub-paragraph (1) above, Associate Professors achieve tenure upon being appointed for a fifth (5th) year counting from the original appointment at the level of instructor or above.

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(5) Professors achieve tenure upon being appointed for a fifth (5th) year.

E. The President may, under special circumstances, recommend to the Board the granting of tenure to Employees who have served less than the above specified periods of time.

F. A tenured Employee shall be given written notification of the Board's intent to review his/her tenured status and the reasons therefor. Prior to sending such notification, the administration should attempt informal adjustment and conciliation.

G. The service of tenured Employees may be terminated only after demonstration by the Board of:

(1) Incompetence*, or

(2) Physical and/or mental incapacity which renders him/her unable to teach.

Appeals pertaining to the termination of a tenured Employee shall be through the grievance procedure.

H. A tenured Employee shall receive his/her salary for the semester in which termination is completed and for the semester following, whether or not s/he is continued in his/her duties at the College.

I. Until the final decision on termination of a tenured Employee has been reached, that Employee may be suspended only if immediate harm to him/herself or others is threatened by his/her remaining at the College. If s/he is terminated, the Employee shall receive his/her salary for at least the period specified in Section H above and will be continued in his/her duties for that period unless his/her welfare or the welfare and safety of the College requires that s/he be granted a leave of absence.

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* In connection with terminating tenured Employees, the term "incompetence" shall include consistent and flagrant noncompliance with contractual obligations.

J. In the same manner as Employees who are eligible for tenure, Department Heads and Curriculum Supervisors retain tenure or accrue credit toward tenure while serving in these positions. Service in other positions out of the bargaining unit does not count as credit toward tenure, but Employees who have been in the bargaining unit and are appointed to positions out of it shall retain tenure or whatever credit toward tenure they have accrued prior to such appointment, understanding that such tenure or credit toward tenure applies only to the bargaining unit position held by the Employee before his/her appointment out of the unit.

ARTICLE VIII

HOURS OF WORK

A. Ranks V-VIII: Course Load and Class-Size Maxima

(1) For Employees in disciplines listed in this section, course load shall be 24 credit hours for the academic year, with three (3) contact hours being equal to two (2) credit hours for laboratories.

ARCHITECTURAL TECHNOLOGY
AUTOMOTIVE TECHNOLOGY
BIOLOGY
CHEMISTRY
CONSTRUCTION TECHNOLOGY
DATA PROCESSING
ELECTRONICS ENGINEERING TECHNOLOGY
ENGINEERING
PHYSICS

In laboratories, the maximum number of students shall be dependent on the number of student stations. The number of students in a lecture class shall not exceed a maximum of 36 students.

(2) For Employees in disciplines listed in this section, course load shall be 24 credit hours for the academic year.

ACCOUNTING
AMERICAN SIGN LANGUAGE
ANTHROPOLOGY
ART (excluding studio courses)
EARLY CHILDHOOD EDUCATION
EARTH SCIENCE
ECONOMICS
EDUCATION
FINANCE
FIRE SCIENCE
GEOGRAPHY

HISTORY

INTERNATIONAL TRADE AND TRANSPORTATION

INTERPRETER EDUCATION

JUSTICE

LIBRARY TECHNOLOGY

MANAGEMENT

MARKETING

MATHEMATICS*

MUSIC

PHILOSOPHY

POLITICAL SCIENCE

PSYCHOLOGY

PUBLIC MANAGEMENT

REAL ESTATE

SOCIAL SCIENCE

SOCIOLOGY

TRAVEL AND TOURISM

For the disciplines listed in this section, the number of students in a class shall not exceed a maximum of 36 students.

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* Hours listed as laboratory hours in the catalogue shall be counted as credit hours when taught by mathematics teachers in Ranks V through VIII.

(3) (a) For Employees in disciplines listed in this section, course load shall be 30 contact hours for the academic year:

ART (studio courses and ceramics)

PHOTOGRAPHY

SECRETARIAL SCIENCE**

(b) For Employees in disciplines listed in this section, course load shall be 32 contact hours for the academic year:

MENTAL HEALTH/SOCIAL SERVICE

(c) For Employees in disciplines listed in this section, course load shall be 36 contact hours for the academic year.

HOTEL, RESTAURANT AND INSTITUTIONAL MANAGEMENT***

** For Employees in Secretarial Science, course load shall be 24 equated credit hours or 30 contact hours, whichever is less, for the academic year. Lecture courses, to include SEC 121, SEC 122, SEC 143, SEC 161, SEC 262, SEC 272, SEC 273, ACCT 100, MNGT 111, MNGT 241 and other courses which may be jointly agreed to during the term of this contract, will count on a one contact hour for one equated credit hour basis in determining load. SEC 281 will count as three equated credit hours or three contact hours (whichever is more favorable to the Employee) in determining work load. All other courses to include SEC 110, SEC 111, SEC 123, SEC 131, SEC 132, SEC 142, SEC 171, SEC 211, SEC 212, SEC 223, SEC 224, SEC 225, SEC 226, SEC 231, SEC 232, SEC 243, and other courses which may be jointly agreed to will be equated with three contact hours being equal to two equated credit hours for work load determination.

*** For Employees teaching HRIM 170, HRIM 171 and/or HRIM 270, or other food preparation courses added during the life of

(Footnote Continued)

(d) Effective January 1, 1986 (the same as heretofore from September 1, 1985 to December 31, 1985) for Employees in disciplines listed in this section, course load shall be 34 contact hours or 24 equated credit hours, whichever is less, for the academic year. (Three (3) contact hours equals (2) equated credit hours, except for lecture courses where one (1) contact hour equals one (1) equated credit hour; and for the 1985-86 academic year the annual load will be the lesser of 35 contact hours or 26 equated credit hours).****

CARDIOVASCULAR TECHNOLOGY

DENTAL ASSISTANT/HYGIENE TECHNOLOGY

(Footnote Continued)
this contract in consultation with the Federation, and on the basis of the facts, the teaching load will be 36 contact hours per year. Faculty teaching other HRIM courses will have a teaching load of 24 credits per year. A faculty member who teaches both types of courses will have his/her workload computed as 24 equated credit hours with each contact hour spent in a food preparation course counting as two-thirds of a credit.

**** This shall be on an interim basis only. A study committee with an equal number of Employees approved by the Federation and Administrators appointed by the President, together with an outside impartial consultant paid for by the Board shall study the allied health workload and make a recommendation to the President not later than June 1, 1987. If the President accepts the majority recommendation of the Committee it is to be implemented, but not before September 1, 1987; and if s/he rejects this majority recommendation, the Federation shall have the right to reopen this Agreement on this Allied Health workload issue only and if necessary, to submit the matter to binding arbitration to be effective September 1, 1987, but there shall be no right to strike. To reopen as aforesaid, the Federation must serve written notice to that effect on the Board by October 1, 1987.

DIETETICS

MEDICAL ASSISTING

MEDICAL LABORATORY TECHNOLOGY

MEDICAL RECORDS TECHNOLOGY

NURSING

RADIOLOGIC TECHNOLOGY

RESPIRATORY THERAPY

For those disciplines specified in this paragraph (3), in laboratories, the maximum number of students shall be dependent on the number of student stations. The number of students in a lecture class shall not exceed a maximum of 36 students. In any event, where team teaching had been utilized in the past, it may continue and with respect thereto the aforesaid maxima shall not apply.

(4) For Employees in disciplines listed in this section, course load shall be 12 credit hours per semester:

ENGLISH

FOREIGN LANGUAGES

For these disciplines the number of students in a class shall not exceed 32 students, (as more fully specified as to foreign languages in Exhibit A to the Letter of Agreement, attached hereto and made a part hereof), except that in English 100-101, the maximum number shall be 23 and in English 102, 103, 112, 114, 115, 116, 131, 132, 135, 137 and 205, the maximum number shall be 25. For English 109 and English 141 the maximum number shall be 23 and 20, respectively.

(5) In developmental and remedial courses, the number of students in a class shall not exceed 20.

(6) Class-size maxima as determined for normal academic year loading shall prevail for courses and sections taught by part-time teachers, through overload and summer teaching, and in offerings of the Division of Community Services; provided, however, that this paragraph shall not apply to credit-free offerings of the Division of Community Services.

(7) (a) Exceptions to the above maxima are allowable to permit:

(1) Innovative educational experimentation, and/or

(2) To provide for educationally exceptional experiences.

(b) Anything herein to the contrary notwithstanding, with respect to television courses given by bargaining unit members, a sub-committee composed of three (3) individuals designated by the College and three (3) individuals designated by the Federation shall be formed forthwith following ratification of the Labor Agreement. In addition, an individual mutually agreed upon by the parties hereto shall serve on the committee, and shall be its Chairman.

The committee shall meet and discuss the program and advise the respective bargaining teams of the College and the Union regarding the committee members' thinking on such matters as credit for load (and whether work pertaining to the program should be done in load or on overload), class size considerations, course design, course materials and the like. Also, the committee shall be free to utilize such resource people and data as is deemed appropriate.

The College and the Federation shall be bound by the final, complete recommendation of a majority of the committee. Until such recommendation or arbitration award is issued, the program shall be considered experimental.

(8) Class-size maxima shall be calculated as of the date on which drop-and-add ends in each session or academic year semester.

(9) An Employee shall be assigned no more than three (3) preparations per semester; provided, however, that a first year teacher shall have no more than two (2) preparations for his/her first semester at the College, unless such a schedule is administratively impossible; and provided, further, that for Employees teaching English and Foreign Languages the maximum number of preparations shall be two (2) per semester, unless the Employee requests additional preparations.

(10) Each teaching Employee shall maintain a minimum of six (6) office hours per week; provided, however, that office hours for those teaching in the Allied Health Programs shall be a minimum of five (5) per week. Office hours for each such Employee shall be held on at least three (3) separate work days and shall be posted not later than one (1) calendar week after

the beginning of classes in a location immediately outside the Employee's office.

(11) Disciplines added to the offerings of the College during the period of this Agreement shall be placed within that section among sections 1 through 4 with which they are most similar, in consultation with the Federation, and on the basis of the facts.

(12) Any team teaching requires College's prior approval and its prior agreement as to allocations of course load credit.

B. Instructional Aides

(1) Employees in Rank A shall be appointed for twelve (12) months with one (1) month's paid vacation; and Employees in Rank B shall be appointed for the academic year, all starting September 1st.

Notice of non-renewal for all Instructional Aides shall be given by March 15th.

(2) Instructional Aides shall have a work week of 37-1/2 hours, of no more than five (5) days, which, insofar as is feasible, will be consecutive. Daily hours to be served shall be between 8:00 a.m. and 10:00 p.m. in a consecutive period of 7-1/2 hours, exclusive of lunch, in any given day. Sunday work regularly assigned shall be paid at double time and at time and one-half if not regularly assigned.

(3) Scheduling of Instructional Aides shall normally be done on a semester basis; provided, however, that any such

Employee will receive notification of any pending schedule change at least one (1) month before such a change.

(4) Instructional Aides shall be assigned to one (1) department for administrative purposes; provided, however, that the division of their time between departments in which they work shall be clearly specified and agreed to by their supervisors.

(5) Employees in Rank B who work beyond the end of the academic year shall be paid at the rate of:

(a) $58.50 per day - 9/1/85 to 8/31/86

(b) $62.00 per day - 9/1/86 to 8/31/87

(c) $66.00 per day - 9/1/87 to 8/31/88

C. Counselors

Rank and tenure for Counselors shall be assigned on the same basis as is the case with teaching faculty.

The Counselors shall be considered as constituting a department for all purposes under this Agreement and the Department Head shall be entitled to fifty (50%) percent released time for administrative duties.

Counselors will work a twelve (12) month contract, starting on September 1, including a vacation of one (1) month's time, which, at the discretion of Counselors need not be consecutive. The scheduling of specific vacation periods shall be done mutually by the Counselors and their Dean. In addition, Counselors shall be entitled to five (5) normal working days off during the mid-year break, provided that the Counseling Center is properly staffed. Minimum salary for such contract shall be 30%

greater than the individual would be eligible to receive for an academic year contract.

Counselors shall work thirty-five (35) hours per week, Monday through Friday. Each Counselor will be available to extended day students for only one (1) full evening per work week unless additional evening work is arranged with the mutual consent of the Counselor and the Division Dean for Student Life.

There will be one (1) Counselor for every four hundred and fifty (450) full-time equivalent students not in Community Services; and one (1) Counselor for every seven hundred (700) full-time equivalent students in Community Services offerings. These ratios shall be based on whole numbers as above and the College shall not be required to have any Counselors based on fractions of those whole numbers. The College may require that all new Community Services Counselors hired have special expertise in the needs of the Community Services Program and such new Counselors may be assigned minor administrative duties and also may be assigned by the College where and when needed, notwithstanding any other provision of this Section C of Article VIII to the contrary.

Professional counseling duties are defined as individual and group counseling, teaching of specific counseling classes, and consultation with faculty and students in the Curriculum Advising and Developmental Education programs. As with other faculty, Counselors may be offered overload teaching by other departments in disciplines for which they are qualified.

D. Librarians

Rank and tenure for Librarians shall be assigned on the same basis as is the case with teaching faculty.

The Librarians shall be considered as constituting a department for all purposes under this Agreement and the Department Head shall be entitled to twenty-five (25%) percent released time for administrative duties. Department meetings may be held at least once a month.

Librarians will work a twelve (12) month contract, starting on September 1, including a vacation of one (1) month's time, which, at the discretion of the Librarian, need not be consecutive. The scheduling of specific vacation periods shall be done mutually by the Librarians and their Dean. In addition, Librarians shall be entitled to five (5) normal working days off during the mid-year break, provided that the library is properly staffed.

Minimum salary for a Librarian's twelve (12) months' contract period shall be thirty (30%) percent greater than an individual would be eligible to receive for an academic year contract.

Librarians will work thirty-five (35) hours per week. Each Librarian will be available during extended day hours, no more than one (1) full evening per work week. Additional extended day work may be arranged with the mutual consent of the Librarian and his/her Dean.

The work week for Librarians will normally be Monday through Friday. However, because of the special needs of the College, it may be necessary, from time to time, for Librarians to work during Saturdays and Sundays on the present compensatory time off basis or, at the election of the Librarian, on an extra pay basis at the rate of:

(1) $70.00 per day - 9/1/85 to 8/31/86

(2) $77.00 per day - 9/1/86 to 8/31/87

(3) $84.50 per day - 9/1/87 to 8/31/88

Subject to satisfactory staffing arrangements, Librarians shall be permitted to enroll in courses and attend classes during normal working hours provided that the time so spent is made up on an hour for hour basis during the next seven (7) days.

As with other faculty, Librarians may be offered overload teaching by other departments in disciplines for which they are qualified.

E. Learning Laboratory

(1) Rank and tenure for Learning Lab Employees shall be assigned on the same basis as is the case with teaching faculty. The Learning Lab shall be considered as constituting a Department for all purposes under this Agreement, subject to the provisions of paragraph 11 of the Letter of Agreement.

(2) The work year shall be either on an academic year contract or on a twelve (12) month contract, as directed by the Board:

(a) For those Learning Lab Employees who work a twelve (12) month contract, the contract will start on September 1 and shall include a vacation of one (1) month's time which, at the discretion of the Learning Lab Employee, need not be consecutive. The scheduling of specific vacation periods shall be done mutually by the Learning Lab Employees and their Division Dean. In addition, Learning Lab Employees shall be entitled to five (5) normal working days off during the mid-year break provided that the Learning Lab is properly staffed.

Minimum salary for Learning Lab Employees who work a twelve (12) month contract period shall be thirty (30%) percent greater than an individual would be eligible to receive for an academic year contract.

(b) For those Learning Lab Employees who work an academic year contract, the work year shall start on the first day of Fall in-service training and shall extend to and include the day grades are due at the end of the Spring semester.

Also, these Employees shall be required to attend graduation. The Learning Lab Employees who work an academic year contract shall be entitled to the same Thanksgiving, Between-Semester and Spring breaks as the academic year teaching faculty.

(3) Learning Lab Employees will work thirty-five (35) hours per week, normally over a period of five (5) days.

(4) Subject to satisfactory staffing arrangements, Learning Lab Employees shall be permitted to enroll in courses and to attend classes during normal working hours, provided that the time so spent is made up on an hour-for-hour basis during the next seven (7) days.

(5) As with other Employees, Learning Lab Employees may be offered overload teaching in disciplines for which they are qualified, provided the same is done outside of their normal working hours.

(6) The Department Head in consultation with the Division Dean will take prep-time needs into consideration in making assignments to Learning Lab Employees; and, as in the past, will permit time for same in-load (i.e., during working hours).

(7) An Employee in Ranks V to VIII inclusive who wishes to work part of his/her load in the Learning Lab may do so if s/he is given permission by his/her Department Head, the

Learning Lab Department and the Head of the Learning Lab Department.

F. Pre-Retirement Work Load Option

(1) An Employee who has reached age sixty (60) with a least seven (7) years of service (or, effective September 1, 1986, age fifty-five (55) with at least ten (10) years of service) with the College and who because of personal or health reasons desires to phase down prior to retirement, may elect to reduce his/her contractual annual workload by fifty (50%) percen (or as close thereto as possible) divided as evenly as possible between the two (2) semesters in the case of an academic year Employee and over the twelve (12) months in the case of a twelve (12) month Employee. All provisions of this Agreement except as specifically provided below shall apply to such Employees, provided however, that with respect to twelve (12) month Employees, the scheduling of time to be worked must be approved by the Divi sion Dean, or the Vice President for Student Affairs, as applicable.

(2) In the event an Employee's contractual annual workload can be reduced only to percentages different from fifty (50%) percent, his/her contractual annual workload shall be reduced to the percentage closest to fifty (50%) percent. In th event that two (2) such percentages are equidistant from fifty (50%) percent, the Division Dean in consultation with the Depart ment Head, shall determine which of the two (2) percentages shal be the Employee's reduced workload.

(3) An Employee who wishes to elect this Pre-Retirement Work Load Option shall notify the College no later than February 15th of a given academic year, to be effective as of the beginning of the next academic year. Once having made this election, the Employee will not be able to revert to full-load status. Each such Employee shall be paid a pro-rata percentage of the salary s/he otherwise would have been eligible to receive; but the Board shall provide all fringe benefits to which the Employee otherwise would be entitled at no cost to the Employee (effective from and after 9/1/85 -- including those who had elected this option prior to that date). No such Employee will be entitled to forgiveable loans or to sabbatical leave(s) from and after the date his/her Pre-Retirement Work Load Option becomes effective. An Employee who elects this Pre-Retirement Work Load Option shall remain a full-time Employee for purposes of this and all other agreements between the Federation and the College.

G. Released Time

Released time from teaching duties on a semester basis shall be recommended by the Department Head and the Division Dean to the Vice President for Academic Affairs. Released time commensurate with the task or duties involved may be granted for such activities and projects as:

(1) In-service training;

(2) Course or curriculum revision or development;

(3) Service in an administrative capacity;

(4) Institutional research; and

(5) Curriculum advising.

If released time recommended by the Department Head is not granted, the Vice President for Academic Affairs shall explain his/her action to the Department Head.

The Federation shall be granted a released time pool of eight (8) courses per year. In addition, the Federation shall be permitted to purchase up to four (4) three-hour sections per semester at the part-time contact hour rate then in effect for Pools I, II and III. All of these sections shall be allocated at the discretion of the Federation among Federation designees. Federation shall notify the Board before the end of the Spring semester for the following Fall semester and not later than December 15th for the following Spring semester; and, in no event, will any individual Employee receive released time amounting to a full load.

H. Scheduling.

(1) A minimum of twelve (12) hours shall elapse between an Employee's last regularly scheduled class or hours in a day and his/her first regularly scheduled class or hour on the following day.

(2) Class schedules for teachers shall not extend over more than a seven (7) period day, exclusive of overload, unless the teacher so requests.

(3) Regular work week for those in Ranks V through VIII shall be Monday through Friday from 8:00 a.m. (7:00 a.m. in

Allied Health Programs only if required by outside clinical facility shift hours or such facility's other scheduling requirements) to 10:00 p.m.; and subject to what is provided in paragraph (4), below, Saturday and Sunday assignments are permitted.

(4) Ranks V through VIII Employees who would otherwise be underloaded can be required to work on weekends or in Community Service programs; and other Ranks V through VIII Employees can be required to work on weekends or in Community Service Programs, but only if the College has attempted and failed to cover the Sections (in the following order) with:

(a) Such Employees who volunteer;

(b) Visiting Lecturers or Part-time Employees.

Any remaining Sections may then be assigned to Employees on a rotating inverse seniority order within disciplines.

No Employee will be required to work more than five (5) days in a week and, if possible, those five (5) days will be consecutive.

(5) Summer Teaching: Employees may teach up to two (2) courses per Summer session, provided the sections are available.

(6) Overload: No Employee shall be assigned more than one overload class section in any regular academic semester; provided, however, that for the purposes of this section:

(a) "Overload class section" shall mean any section assigned to an Employee, no credits for which are counted in his/her normal load; and

(b) The limitation contained in this section shall not apply in the event that an emergency results in the extended absence of an Employee, and provided that the Federation receives prior notice of the Administration's intention to make an emergency overload assignment.

(7) Semester Loading: For Employees whose assignments are on a credit-hour basis, not more than fifteen (15) credit hours shall be assigned in any one semester; and for those Employees whose assignments are on a contact-hour basis, not more than half the annual contact hour maximum plus one (1) course.

I. Drop and Add; Evening Registration. Each Employee may be required to participate in drop-and-add and in evening registration for no more than six (6) hours per semester which need not be consecutive. This duty is to occur within the first week prior to the beginning of each semester and at any time during each semester. Notice of at least one (1) week must be given to the Employee for such duty. Any such duties in addition to the above shall have additional compensation.

J. Night Sections. No Employee shall be required to teach more than two (2) night sections in an academic year.

K. Academic Year Employment. (1) Although for fiscal and related purposes, appointments are geared to a pay period which runs from September 1 to August 31, the College may call upon Employees for registration, drop-and-add, ad hoc committees, College and Department Committees, accreditation, College-wide surveys, College meetings, in-service training, orientation, and department and division meetings, beginning five (5) working days before the opening of classes for the Fall and for the Spring semesters.

The Fall semester shall end forty-eight (48) hours after the last scheduled day of final examinations, provided that grade reporting procedures have been completed. The Spring semester shall end with attendance at graduation, which shall be held as soon as reasonably possible following the final day for examinations, but in no event later than the Monday of the second week following such final day of examination.

With respect to the Spring semester, provided that grade reporting procedures have been completed, during the period beginning forty-eight (48) hours after the final day for examinations and ending with graduation, an academic year Employee shall have no required duties, except for attending graduation. Other activities may be scheduled during this period provided attendance is voluntary.

An Employee for good cause shown, shall be excused by the Vice President for Academic Affairs from attending graduation.

(2) When Spring and Fall semester classes are in session and teachers are not scheduled for classes, office hours,

registration, drop-and-add or other duties, as specified in this Agreement, they are not required to be present at the College's campus(es) or facilities. However, when necessary, Division, Department or General Faculty meetings, or other work requirements, as specified in this Agreement, develop requiring their presence on days or at times during the Fall and Spring semesters when they otherwise could be absent, the Employees shall be advised as early as possible of the need to report for the specific duty requiring their presence and they shall be expected to attend such function(s). All of the above shall take cognizance of the existing time pressures experienced by Employees in the discharge of their professional responsibilities and shall not be exercised by College in a manner contrary to the professional sensibilities of the Employees.

L. Academic Year Work Days. The number of work days during the academic year shall be as set forth in the calendar attached hereto and made a part hereof as Exhibit "B". Also, Employees who work twelve (12) month contracts shall have their work days end one (1) hour earlier on Fridays between May 15th and August 15th, inclusive.

M. Academic-Year Option

Twelve (12) month Rank V to VIII Employees will be permitted instead to work an academic year (at an academic year salary including full fringe benefits) at the discretion of the College, based on demonstrated College needs and the recommendation of the Department with the approval of the Department Head and of the appropriate Division Dean and the Vice President for Academic Affairs or for Student Affairs, as applicable. Interested qualified Employees who select this option, if it is available, shall be chosen on a rotating seniority basis for one (1) academic year at a time. The academic year may be sliding (it need not be traditional, i.e., it may be from August to March, etc.), as determined by the College. In any event, if staffing needs for a specific academic year so require, the College may nevertheless postpone the academic year option for up to one (1) year.

N. Full-Time/Part-Time Ratio.

(1) During the respective academic years of this Agreement, the number of sections taught by full-time Faculty members shall be not less than in accordance with the following ratios institution-wide. Visiting lecturers shall be counted as full-time for the purposes of computing this percentage, and sections taught by full-time Faculty members shall include overload sections. The ratio schedule will be as follows.

	FT:PT
1985/86	no ratio
1986/87	55:45
1987/88	56:44
1988/89	58:42
1989/90	60:40

(2) The computations for compliance in each year will be based upon the mean number of sections taught in the fall and spring semesters in the three prior academic years.

(3) As has heretofore been the practice, credit free sections will not be included in the computation of the ratio.

(4) As has heretofore been the practice, overload and academic advising sections conducted by Employees will be considered as full-time sections in the computation of the ratio.

ARTICLE IX

SENIORITY, TRANSFERS AND RETENTION OF EMPLOYMENT

A. Seniority

(1) Seniority shall be on a college-wide basis and shall mean an Employee's length of full-time faculty bargaining unit service at the College as provided for in this Agreement. In the event two (2) or more Employees have the same seniority, length of employment at the College as a part-time Employee and/-or as a visiting lecturer shall be used to resolve conflicts; and in the event these are not conclusive or in the event there has been no such employment, the date of Employee's letter of appointment shall govern.

(2) Those who hold non-bargaining unit positions within the College shall retain seniority earned through service in bargaining unit positions, but they shall not accrue additional seniority while out of the bargaining unit; provided, however, that Department Heads and Curriculum Supervisors shall retain and accrue seniority while serving as such.

B. Transfers

(1) In the event the Board determines that a vacancy and/or opening in the bargaining unit exists at any of the

College's campuses or facilities, Employees who are qualified shall have the right to fill any such vacancy and/or opening based on seniority.

(2) The Board shall notify all Employees through publication in the Community College Newsletter or its successor in function of all such vacancies and/or openings and no such vacancy and/or opening shall be filled for thirty (30) calendar days after such notification, so that all interested Employees shall have had an opportunity to request transfer to such vacancy and/or opening.

(3) In the event any new campus or facility is opened replacing one or more existing campuses or facilities, the Employees involved at the campus(es) or facility(ies) affected shall have the right to transfer to the other campus(es) or facility(ies). In such a case they shall, if qualified, have priority over any other applicant for appointment at, or voluntary transfer to such other campus(es) or facility(ies).

(4) Anything herein to the contrary notwithstanding, in the event an entire program or department is transferred to a different campus or facility the Employees in that program or department also shall be transferred.

C. Displacement/Layoff

(1) "Displacement/Layoff" shall be defined as the termination of an Employee's services for reasons unrelated to his/her performance. The Federation shall be informed of all notices of displacement/layoff.

(2) In the event of a reduction in the number of Employees for any reason, the following shall apply:

(a) An Employee who cannot be employed by the exercise of seniority within his/her area(s) of qualification(s) at the campus or facility of his/her assignment shall, if s/he has the required seniority, have the right to be employed at any other campus or facility where a position exists within his/her area(s) of qualification(s).

(b) If an Employee exercises the above rights, the most junior Employee in that Employee's areas of qualification(s) may be displaced.

(c) Displacement of another Employee shall not occur if a full-time position can be made available by the elimination of part-time and overload assignments which the Employee is qualified to teach.

(d) (1) Any Employee who is displaced and for whom no position exists shall be given preference for part-time assignments for which s/he is qualified.

(2) Employees on layoff in a Department shall have the right to part-time courses in that Department which become available over Employees who have transferred to another Department from that Department, regardless of their respective seniority.

(e) (1) Any Employee who is displaced and for whom no position exists shall be placed on a preferred recall list and shall retain all prior accrued seniority, rights and benefits obtained up to the date s/he was placed on the preferred recall list, and all of these rights and his/her position on the list shall be retained for a period equal to his/her length of service with the College or three (3) years whichever is less, provided, however, that none of the fringe benefits specified in this Agreement shall be granted while s/he is on the preferred recall list; but so long as the carrier(s) do(es) not object, Employees on the preferred recall list shall be permitted, at their own expense, to remain in the College's fringe benefit groups.

(2) Recalls of qualified Employees shall be based on 1) seniority; and 2) date of placement on the preferred recall list (the last Employee placed on the list shall be the first recalled).

(3) An Employee recalled from layoff after September 15th may be notified of displacement for the next academic year at the time s/he is given notice of recall. Under these circumstances, the requirement that such notification be given by September 15th (if applicable) shall not be binding.

(4) Upon recall, an Employee shall retain all seniority rights and benefits earned prior to lay-off or displacement and shall immediately begin to accrue additional seniority for all purposes.

D. Notification of Displacement. Notification of the elimination of the position of an Employee in Rank V or higher shall be in accordance with the procedures of Article VI B, Renewals. Each year the Vice President for Academic Affairs or his/her designee shall meet with representatives of the Federation to identify areas in which future displacement/layoffs are probable.

E. Order of Choice of Placement. Seniority shall be used to determine the order of choice of placement where two (2) or more Employees qualify for two (2) or more positions.

F. Inter-campus Transfers. Except as specified in paragraph B(4) above, an Employee shall not be required to accept transfer from one (1) campus or College facility to another, unless the Employee otherwise would be underloaded.

G. Retention of Rights, Benefits and Seniority. Any Employee transferring or exercising his/her right of displacement shall retain at the receiving campus or facility all accumulated seniority for all purposes and all previously earned rights and benefits.

H. Effective Date of Transfer or Displacement. The filling by transfer and/or by the exercising of the right of displacement by an Employee may be accomplished at any time, but shall be effective only at the beginning of an academic semester. The vacancy or opening shall be filled on a temporary basis during the interim period by the use of part-time Employee(s) or overload assignments.

ARTICLE X

COLLEGE CALENDAR

The calendar for the academic years 1985-86, 1986-87, 1987-88, 1988-89 and 1989-90 shall be as set forth in Exhibit "B", attached hereto and made a part hereof.

ARTICLE XI

SALARIES AND OVERLOAD

The salaries to be paid and/or the increases to be granted to Employees during the term of this Agreement or any extension thereof shall be as set forth in Exhibit "C", attached hereto and made a part hereof.

ARTICLE XII

LEAVES

A. Child Care Leaves

Upon written request, an Employee with at least two (2) semesters' employment who becomes pregnant or who desires to care for a newly born or newly adopted child or a newly obtained foster child, shall be granted a leave of absence without pay for a period not to exceed two (2) semesters following the birth, adoption or obtaining of the child. Such leave should be requested in writing not less than thirty (30) days prior to the start of a semester.

The Board may in its discretion extend such leave beyond the two (2) semester limit.

When such leave is granted, the Employee shall be required to be absent for the full period of the leave, unless the

President gives written permission to return early; and, in any event, the Employee must notify the Board of the intention to return, no later than June 1, for the following Fall semester and December 1 for the following Spring semester.

An Employee granted such leave of absence provided for herein shall not have such time counted in computing eligibility for tenure and/or for automatic promotion to Assistant Professor.

Upon returning to the College after having completed such leave as aforesaid, such Employee shall be placed on his/her former assignment or as close thereto as possible; and except as otherwise provided herein, with all accrued benefits and increments that would have been earned if the Employee had been in regular service. Furthermore, Employees on such leave of absence shall, if possible, be permitted to continue their contributions for insurance and other benefits as well as those of the Board. The Board shall make no contributions on their behalf.

B. Military Leaves

Any Employee who serves in the Armed Forces or in alternative service approved and authorized by the Selective Service System shall be granted a leave of absence for the period of such service. An Employee so affected will be required to reapply within ninety (90) days after his/her discharge or separation from service, which must be under honorable conditions, or completion of such service. The Employee shall be given the same position or as near to it as possible, with all accrued benefits and increments that would have been attained had s/he been employed in the College during such period, other than credit for tenure.

C. Bereavement

In the event an Employee suffers a death in his/her immediate family, s/he shall receive a leave of absence with pay for five (5) College working days. "Immediate family" shall be defined as parent, spouse, child, brother or sister. A leave of absence with pay of three (3) College working days shall be granted upon the death of any of the following: mother-in-law, father-in-law, grandparent or a person who is a member of the Employee's household at date of death, including a person who left the household to go to a nursing home or hospital.

D. Jury and Court Appearances

Any Employee scheduled for jury duty or for whom it is otherwise necessary to appear in any court or before any governmental agency, shall be excused from his/her normal duties for such appearance without loss of pay; provided, however, that the Board shall have the right to have such Employee relieved of jury duty or other such appearance in any manner permitted by law.

E. Sabbatical

(1) After each six (6) years of completed service, an Employee at Rank VI or above shall be entitled to a leave of absence with pay.

Applications for such sabbatical leave are to be made in writing by October 1 of the preceding academic year and the College shall post the names of those granted the sabbaticals by October 31. Applications must be delivered in person to the Personnel Office during regular working hours or by certified mail (return receipt requested). The College will furnish the applicant with a receipt if the application is delivered in person and if delivered by certified mail, return receipt requested, the signed return receipt will be sufficient. The College may request a postponement of the leave for up to one (1) year if the absence would unreasonably interfere with a specific College program.

A sabbatical leave may be taken for any or all of the following reasons:

(a) Advanced study;
(b) Educational travel; or
(c) Research and/or publication.

An affirmation in good faith of an intention to return to the College for at least two (2) years following such leave shall be included with the application for the leave; and before any leave is granted under this section, the faculty member shall agree in writing that, in the event s/he fails to return to service at the expiration of such leave and to serve at College for the two (2) year period, s/he shall refund all sums (including fringes) paid him/her or paid on his/her behalf by the Board during such sabbatical leave. The provisions of the foregoing sentence shall be waived in the case of an Employee who elects to retire at age 60 or thereafter (or any such earlier age as is approved by the Board for early retirement of Employees) pursuant to a College sponsored retirement Plan (including its early retirement plan) during the period of the sabbatical leave or the subsequent two (2) year period provided above. In any event, upon expiration of a sabbatical, by consent of the Board, the requirement that the Employee on sabbatical leave shall return to the service of the College may also be waived.

(2) (a) During such leave, an Employee will receive his/her regular base salary if the leave is for one (1) semester; or one-half (1/2) of his/her regular base salary if the leave is for two (2) semesters. The College may limit the number of paid leaves of absence granted in any year to five (5%) percent of the "faculty" (all Ranks V through VIII personnel, including Department Heads).

(b) Notwithstanding the foregoing, tenured Employees who have received notice of layoff prior to the application deadline for sabbatical leave may apply for and shall be granted a sabbatical out of sequence for the purpose of retraining provided the President approves in advance the area of retraining and the course(s) of study therein. (The number of such sabbatical leaves which may be taken out of sequence is not to exceed four [4] per academic year). Any such individual who takes a sabbatical leave out of sequence as aforesaid shall be deemed to have applied for the next such leave to which s/he is entitled and shall "pay it back" by relinquishing the next sabbatical leave to which s/he would be entitled (the number the College shall be required to give that year shall be reduced by one (1) per affected individual) and his/her right to subsequent sabbatical leaves shall date from the year of "pay back".

(c) During any sabbatical leave, the College shall contribute its usual share of the cost of hospitalization and medical insurance, life insurance, retirement, and other benefits for the period of a sabbatical leave.

(3) Applications for sabbatical leaves shall be given preference in the following order ("sabbatical seniority"): (1) Length of service at the College since most recent date of hire or most recent sabbatical leave (whichever is shorter); (2) rank; (3) years of service within rank; and (4) date of letter of appointment.

(4) For the sabbaticals of twelve (12) month Employees, six (6) months shall be considered the equivalent of a semester; provided, however, that if such Employee is granted a six (6) month sabbatical leave, s/he must arrange it so that s/he will be working at the College all of one (1) full semester of the academic year and provided, further, that his/her contract vacation entitlement will be reduced by fifty (50%) percent.

(5) An applicant for sabbatical shall have the opportunity to withdraw his/her application prior to the official publication of the sabbatical list. At the same time the sabbatical grantees are notified of their awards, Board shall provide Federation with a list of all sabbatical applicants listed in order of greatest sabbatical seniority, in accordance with subparagraph (3) above.

(6) An Employee may decline an approved sabbatical prior to February 15 without penalty. A sabbatical leave withdrawn on or after that date shall be considered as taken for the purpose of this Article, except in those instances in which circumstances beyond the control of the applicant preclude the fulfillment of his/her plans. In the event of a withdrawal prior to February 15 or of circumstances as aforesaid which preclude the fulfillment of plans, the applicant(s) with the next highest sabbatical seniority shall be offered the sabbatical leave and such individual(s) shall be given a period of twenty (20) calendar days from the date of written notification to accept or decline (which must be in writing, and failure to accept will be considered a declination). In no event will College be required to offer a sabbatical leave to anyone after May 31; and in the event an available sabbatical leave is not actually taken in any year, it shall be added to the pool of available sabbaticals in the following year. In the event an Employee does not take an awarded sabbatical because of circumstances as aforesaid which preclude the fulfillment of plans, but, nevertheless, is able and available to fulfill his/her regular duties at the College, the College shall, where possible and practical, permit him/her to fulfill those duties provided this can be done on a full load basis. If it is not so possible and/or practical, the Board shall have the right, after consultation with the individual, to assign that individual to other professional College duties.

(7) Board shall immediately notify Federation of any declination of a sabbatical and of any acceptance of a sabbatical on a substituted basis.

F. Professional Leaves and Absences

(1) Paid leaves of absence to attend professional meetings shall be granted to faculty members, provided that such faculty members make arrangements for their classes and such arrangements are approved by the Department Head. For the purposes of this Section "F", the term "professional meetings" shall include mini-courses.

(2) In the event that the faculty member is an officer in a national professional organization holding the meeting, or is a speaker on the program, Board shall pay all expenses, including transportation, registration, lodging, meals, tips and phone calls. Such payment shall be dispensed from the amount specified in paragraph (4) below.

(3) All Employees in the unit are eligible to attend one (1) professional meeting per year (including mini-courses), with reimbursement; provided, however, that in no event shall the budgetary limitations in this area be exceeded; and further provided that each said Employee agrees to be identified on his/her meeting badge and, if a participant, in the program of the professional meeting as being affiliated with CCP. Those eligible Employees who attend professional meetings in accordance with the foregoing, shall receive reimbursement for one (1) round trip fare by the most convenient and economical mode of

ransportation, and for the registration fee. They also shall
eceive such other expenses as are determined by the Committee
pecified in paragraph (5) below.

(4) In no event shall the budget allocation be less
han Thirty Thousand Dollars ($30,000) per year for the expenses
pecified in paragraphs (2) and (3) above. This amount shall be
ncreased to Thirty-Five Thousand Dollars ($35,000) per year ef-
ective September 1, 1986, to Forty Thousand Dollars ($40,000)
er year effective September 1, 1987, to Forty-Five Thousand Dol-
ars ($45,000) per year effective September 1, 1988 and to Fifty
housand Dollars ($50,000) per year effective September 1, 1989.
is budget will be for the exclusive use of members of this bar-
aining unit and money not used in any academic year shall be
dded to the following year's travel fund.

(5) This allocation shall be divided among the several
visions and the counseling staff on the basis of one (1) equal
are per Employee member of those eligible to travel. Subject
the provisions of sub-section (3) above (that the budgetary
mitations shall not be exceeded), each division shall then have
fraction of the total allocation proportional to the number of
igible Employees in that division; provided, however, that no
vision shall receive, in the initial allocation, less than ten
ployee shares or $1000, whichever is more. The Employees of
ch division shall elect, each September, a Travel Fund
mmittee comprised of Employees from each department of their
vision. The President shall appoint an ex officio member of

each such committee whose function shall be to verify the expenditures made by each Employee and to sign all vouchers pertaining to reimbursement therefor. The committee for each division shall establish, subject to the approval of the Employees within their division, criteria for the disbursement of the division's portion of the travel fund.

(6) Employees who seek reimbursement for travel during the academic year shall make application to the division Travel Fund Committee by November 1st, and the Committee shall announce the schedule of disbursements for travel by November 15th; so long as division funds last, no such reimbursement shall be for less than $150. By December 1st, money not assigned by November 15th shall be reassigned on the same proportional basis to divisions who have not had enough funds allotted to them to meet the requests for that year. Funds remaining at that point shall be pooled in a common, College-wide fund, the amount of which shall be published. Employees may apply to their committee for reimbursement from this fund on a "first come, first served" basis for attendance at professional meetings.

G. Leaves for Service to Federation or Professional Organizations

Any Employee who is elected or appointed to a full-time position with Federation, its affiliated organizations or any other national professional organization, will, upon written application submitted not less than thirty (30) days prior to the start of a semester, be granted a leave of absence without pay for the purpose of serving in such position.

An Employee granted such leave of absence shall not have such time counted in computing eligibility for tenure.

Upon returning to the College after having completed such service as aforesaid, such Employee shall be placed on his/her former assignment or as close thereto as possible with all accrued benefits and increments that would have been earned had s/he been in regular service.

Employees on such leaves of absence shall, if possible, be permitted to continue their contributions for insurance and other benefits as well as those of the Board. Board shall make no contributions on their behalf.

H. Miscellaneous Unpaid Leaves of Absence

(1) Unless there is a reasonable basis for denial, the Vice President for Academic Affairs shall, upon recommendation of the Division Dean and the Department Head, recommend an unpaid leave of absence for one (1) or two (2) semesters, which may be renewed for up to two (2) additional consecutive semesters, if authorized by the Department Head, Division Dean, and the Vice President for Academic Affairs (the Vice President for Student Affairs, in the case of Counselors). Only those Employees who have been employed for at least three (3) consecutive years shall be eligible for such leaves; provided, however, the Board may, at its discretion, grant such unpaid leaves of absence to an Employee who has been employed for less than three (3) consecutive

years. In the event the Vice President for Academic Affairs rejects a favorable recommendation of the Department Head and of the Division Dean, the Vice President for Academic Affairs shall meet with the applicant to explain his/her reason for the rejection.

Such unpaid leaves may be granted for the following reasons:

(a) Participation in an exchange program at another College;

(b) Participation in a cultural or professional program related to the Employee's professional responsibilities; and

(c) Advanced study.

The Board may extend such leave beyond the four (4) semester limit if it so desires.

(2) Any Employee who has been employed for at least three (3) consecutive years and who is elected or appointed to a full-time position as a public official or to a full-time position with a non-profit community organization, whether local, state or national, shall also be granted a leave of absence without pay for the purpose of serving in such a position, for the term of such service. The Board may, at its discretion, grant such unpaid leave of absence to an Employee who has been employed for less than three (3) consecutive years.

(3) Upon return from any such unpaid leave of absence, an Employee shall be placed on his/her prior assignment or as

close thereto as possible with all accrued benefits and increments to which s/he would have been entitled had s/he been in the regular service of College, but shall not accrue any credits for tenure.

I. Continued Contributions For Benefits

(1) Employees on any such unpaid leave shall, if possible, be permitted to continue their contributions for insurance and other benefits, as well as those of the Board. The Board shall make no contributions on their behalf.

(2) With respect to unpaid leaves, the benefits which the Employee will be permitted to continue, if possible, shall be:

- (a) TIAA/CREF and/or other Retirement Contributions
- (b) Blue Cross/Blue Shield/Major Medical Plan and/or the HMO option.
- (c) Drug Plan
- (d) Dental Plan
- (e) Life Insurance and Long Term Disability, only for up to twenty-four (24) months and only if the leave is for:
  - (i) Full-time study for an advanced degree; or
  - (ii) For active work in the field of education; or
  - (iii) For a formal research grant.

ARTICLE XIII

INSURANCE, RETIREMENT AND DISABILITY BENEFITS

A. The following benefits shall be maintained for all members of the bargaining unit, except those Employees on unpaid leaves or on layoff status. (In all cases, benefits then in effect shall continue from and after August 31, 1985. New benefits shall become effective as indicated below.)

(1) Medical-Surgical Coverage:*

(a) Effective the first of the month following the date of ratification of this Agreement - Blue Cross, 365-Day Preferred Comprehensive, Blue Shield 100 and $500,000 Major Medical ($100 deductible, 80/20 co-pay), to include psychiatric services ("usual, customary and reasonable fees", $30,000 lifetime maximum). The Blue Cross CPI Program shall be applicable unless the Board, with the approval of the Federation, desires to withdraw from that Program. The Pap Smear Rider and Psychological Out-of-State Rider shall be included as part of the coverage, as provided by the carrier; provided, however, that to be entitled to psychological benefits, the psychologist must be duly licensed in Pennsylvania or in the jurisdiction in which s/he practices and performs services, in accordance with the requirements of the carrier. Consistent with Blue Cross/Blue Shield requirements, maternity coverage shall include all females, including dependent children.

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* As and to the extent required by law, the Board shall retain all Employees age 65 and over in the coverage described in XIII.A.(1) through (4) as their primary coverage (Medicare Parts "A" and "B" shall be secondary coverage). When an Employee and/or that Employee's eligible dependent shall have reached age 65, it will be that individual's obligation to apply for and obtain Medicare Parts "A" and "B".

(b) The HMO option and the cost sharing in connection therewith which has heretofore been in effect shall continue for the term of this Agreement.

(2) Prescription Drug Plan: 50¢ deductible, including oral contraceptives.

(3) Dependent Coverage: The Board shall continue to pay the full cost for dependent coverage, as applicable, on all Blue Cross, Blue Shield, Major Medical and Drug Plans. Full-time students up to age 23 shall be included as "dependents" (in accordance with Blue Cross/Blue Shield's standard language).

(4) Dental Plan: The Board shall continue to provide, at its expense, Blue Shield dental plan including the basic program, the supplemental basic rider, the prosthetic rider, the periodontic rider and the orthodontic rider to all Employees all in accordance with Blue Shield Rules and regulations; and the Board shall, in addition, continue to pay the cost of Family/Dependent Dental.

(5) Medical Insurance for Retirees: Until a retired Employee is eligible for Medicare, the retiree shall be entitled to coverage (including dependent coverage) of all medical, dental, and prescription drug insurance that is available to regular full-time faculty. When a retired Employee becomes eligible for

Medicare, the retiree may elect which, if any, coverage is desired for the retiree and his/her dependents, if such coverage is satisfactory to the carrier; and the Board may substitute Blue Cross 65 Special and Blue Shield 65 Special for Blue Cross and Blue Shield respectively. Once the retired Employee becomes eligible for Medicare and elects additional coverage as herein provided, the cost of the additional coverage beyond Medicare is to be shared equally by the retiree and the Board. The cost of Medicare (Employee and spouse), if any, shall be paid by the College.

(6) In the event of the death of an Employee who had enjoyed such coverage immediately prior to his/her death, dependent coverage on the benefits provided in sub-paragraphs 1, 2, 4 and 5 above shall be continued at the Board's expense for a period of ninety (90) days following such death.

(7) Group Life Insurance: Each Employee shall continue to be covered for life insurance to the extent of two (2) times base salary or $40,000, whichever is greater; and such insurance shall be consistent with TIAA requirements and shall include double indemnity.

(8) Group Travel Insurance: The existing policy shall be continued for all Employees and such policy shall include coverage for travel to and from professional meetings.

(9) Retirement Benefits:

(a) The Board shall continue to contribute an amount equal to ten (10%) percent of the Employee's base salary to TIAA-CREF for all members of the bargaining unit. Subject to sub-paragraph (b), below, in the event an Employee elects not to so participate, the Board shall not be required to continue its contribution for that Employee.

(b) Each Employee shall be eligible to participate in a Board-authorized retirement program from and after the effective date of his/her employment; provided, however, that such Employee must so participate upon reaching age 30 or after two (2) years of employment (whichever is the later date), as a condition of employment; and in the event an Employee selects a plan offered by the College other than TIAA/CREF, the Board shall make contributions to that plan in accordance with the plan's requirements and such contributions shall be limited to the requirements for Board contributions under the plan. In any event, the Board shall notify the Employee of the requirements of this provision not later than the end of the semester preceding that in which his/her mandatory participation becomes effective and the Federation shall be notified in the event an Employee does not comply with the requirements.

(c) The mandatory retirement age shall be age 70.

(10) Liability: Board shall maintain coverage to insure Employees against liability claims or suits in connection with their responsibilities to the College or at the College. Such insurance shall include coverage against libel and slander claims. All such liability coverage shall be in an amount no less than one million ($1,000,000) dollars per incident.

B. Disability and Personal Illness

(1) The Board shall continue the full salary of each Employee during a short disability or personal illness from the first day of the disability or illness, for a period not to exceed twenty-six (26) weeks.

(2) (a) With respect to Employees who have been employed for a period of one (1) year or more, the Board shall pay the insurance premium on a long-term disability contract to cover periods of disability commencing twenty-six (26) weeks following completion of one (1) year of employment in accordance with TIAA-CREF requirements. The total disability payments from the insurance coverage and Social Security (including family benefits) for each such Employee shall provide sixty (60%) percent of his/her base salary in accordance with the provisions of the TIAA-CREF insurance policy including amendments existing as of the date of execution of this Agreement; provided, however, that for disabilities arising after September 1, 1985, the monthly maximum shall be increased to $2500.00; and for disabilities arising after September 1, 1989, the monthly maximum shall be increased to $3,000.00.

(b) The Board shall continue to provide TIAA/-CREF's regularly offered "narrow" (dual) definition of disability and shall continue to provide the existing "pregnancy" rider. While an Employee is on L.T.D., the Board shall continue to pay, as applicable, Blue Cross, Blue Shield, Major Medical, Drugs and Dental (TIAA, pursuant to the waiver of premium, pays life insurance, L.T.D. and Retirement). The time on L.T.D. is credited for forgivable loan purposes. Employees are to notify Social Security of their disabilities.

(c) The Board shall continue to pay, as applicable, Blue Cross, Blue Shield, Major Medical, Drugs and Dental to all Employees whom the Board considers disabled, regardless of whether TIAA or Social Security considers them disabled, for as long as such Employees are in the employ of the College. This time also shall be credited for forgivable loan purposes.

C. Explanatory Booklets

Each Employee shall receive a booklet delineating all fringe benefits provided for in this Agreement. The language of the booklet shall be discussed with the Federation before being finalized. The booklet shall be revised as necessary and distributed to each Employee no later than two (2) months following the date of execution of this Agreement.

D. Change of Carriers

The College reserves the right to change insurance carriers and/or to self-insure, for all or any of the above benefits at any time and from time to time, in whole or in part, provided the level of benefits remain at least substantially the same; provided, however, that any such change must first be submitted to and approved by the Federation.

ARTICLE XIV

TUITION REMISSION AND FORGIVABLE LOANS

A. Employees shall be entitled to full remission of tuition and general fees for academic work taken by themselves at the College. Spouses and children who satisfy the regularly applied admissions standards of the College shall also be entitled to full remission of tuition and general fees.

B. For Employees taking academic work at other institutions (including mini-courses with the approval of the President or his/her designee) the following shall apply:

(1) Part-Time Academic Study

(a) An Employee who pursues academic study in an accredited institution on a part-time basis while working at the College may borrow from the Board annually a sum not to exceed fifty (50%) percent of the tuition paid to that institution during the course of the year, providing that a limit of $5,000 shall be imposed on such loan as a revolving account over a period of years.

(b) Such Employee who continues in the service of the College after benefiting from this loan program will not be charged interest, and the loan will be forgiven at the rate of fifty (50%) percent at the end of the year following that in which the loan was granted, and the remaining fifty (50%) percent at the end of the third year. The sum borrowed during any succeeding year will be similarly forgiven after the second and third following years.

(2) Full-Time Graduate Study

(a) An Employee who has been granted a full-time leave of absence to enroll as a graduate student in an accredited educational institution will be eligible to borrow from the Board up to $5,000 per year to a limit of $12,500.

(b) Such Employee, returning to the College after the leave for graduate studies, will not be required to pay interest, and the loan will be forgiven at the following rate: twenty-five (25%) percent at the end of the first academic year after the leave, and twenty-five (25%) percent at the end of each of the three (3) following academic years.

(3) Special Provision for Layoffs

In the event an Employee is laid off, the Employee need not take a leave of absence and the amounts which s/he is eligible to borrow (if otherwise qualified in accordance with the provisions of this Agreement) pursuant to subparagraphs (1) and/or (2) above shall be increased by fifty (50%) percent for studies pursued during such period of lay-off.

(4) If the requirements of either (1) or (2), above are met, the recommendation of a loan shall be the responsibility of the Vice President for Academic Affairs. Also in either case, the study to be undertaken (including mini-courses) shall be either in a subject area related to the Employee's discipline or to his/her teaching assignment or prospective teaching assignment at the College.

(5) Repayment in Case of Separation from College

(a) In the event that an Employee who has borrowed for part-time academic study or an Employee who has borrowed for full-time graduate study leaves the employ of the College voluntarily or is terminated for cause before complete forgiveness of his/her indebtedness, the unpaid balance shall be repaid by him/her, with interest from the date of separation at the rate of twelve (12%) percent per annum, provided that payments shall be scheduled so that principal and interest will be repaid within four (4) years from the date of separation.

(b) Anything herein to the contrary notwithstanding, there shall be no duty to repay loans during periods of long-term disability (recognizing that time on L.T.D. is credited for forgivable loan purposes) and/or layoff; but upon the Employee's returning to work following lay-off, the regular schedule for forgiving loans shall recommence. If an Employee is offered recall but refuses, said Employee will be conclusively presumed to have left the employ of the College voluntarily and shall be obligated to repay any loan balance in accordance with the provisions of sub-paragraph (a), above. If an Employee is laid-off and is not recalled within the period during which s/he has "preferred recall" rights in accordance with the provisions of Section C(2)(e) of Article IX, such Employee shall be deemed not to have left the employ of the College voluntarily and therefore, in accordance with the provision of this Article XIV, shall be forgiven all indebtedness incurred pursuant to this Article XIV.

ARTICLE XV

ACADEMIC FREEDOM

It is recognized that in a world of rapid change and recurrent crises, a college best serves its community not as a stronghold of rigid tradition but as an open intellectual forum where varying shades of opinion may be freely expressed and fairly debated. Positive values evolve from a free exchange of ideas among broadly informed citizens, and the progressive evolution of American institutions may depend upon their quality of flexibility in meeting changing social and economic needs. The American democratic way of life is strong enough to stand on its own merits, and substantial enough to survive criticism or comparison with that of any other system.

Board subscribes to the following statement on Academic Freedom:

(1) Any Employee is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his/her other employment duties.

(2) Any Employee is entitled to freedom of discussion in the classroom, provided the discussion is relevant to the course.

(3) The college or university Employee is a citizen, a member of a learned profession, and an officer of an educational institution. When an Employee speaks or writes as a citizen, or exercises his/her legal or constitutional rights, said Employee shall be free from institutional censorship or discipline. However, in his/her extramural utterances s/he has an obligation not to permit the implication that s/he is an institutional spokesman.

(4) There shall be no censorship of library collections.

Anything herein to the contrary notwithstanding, a violation of Academic Freedom may give rise to a grievance which may be pursued through all levels of Article XXII, Grievance Procedure.

ARTICLE XVI

WORKING CONDITIONS

A. (1) Within its capabilities, the Board will provide faculty office space for all full-time teaching Employees, and will provide secretarial assistance, telephones, office equipment and machinery to enable Employees to fulfill their professional assignments and duties.

(2) No teacher shall teach a class in which each student is not provided with a seat and writing and/or working space. Each lecture classroom shall be equipped with a lectern or teacher's table and a blackboard.

(3) Board shall provide mail and copy center services including daily delivery of copy center materials.

B. At least thirty (30) days prior to the beginning of the Fall and Spring semesters, the Department Head shall inform the faculty member in writing what courses s/he may be teaching in the respective terms. Each teacher shall be given the opportunity, before tentative schedules are prepared to specify his/her preferences as to his/her teaching schedules for the next semester. Any changes in course assignments made in the event of any emergency shall be done by the Department Head in consultation and with the consent of the faculty member who shall be so consulted as early as possible. The consent specified above shall not be arbitrarily or capriciously withheld.

C. The teaching schedule of each teacher shall be available at least one (1) week prior to the beginning of classes. The above does not refer to overload courses. In an emergency situation, any adjustment in this schedule shall be made only with the consent of the faculty member involved. The consent specified above shall not be arbitrarily or capriciously withheld.

D. Whenever possible and practicable schedules of teachers shall allow time for educational and subject matter research.

E. A teacher holding appointments to more than one (1) subject or discipline, shall be assigned to one (1) Department for administrative purposes, but also shall be expected to teach in those departments appropriate to the appointment. However, the majority of his/her teaching shall normally be in the department to which s/he is administratively assigned. A teacher not holding a joint or dual appointment shall not be required to teach in disciplines other than the disciplines to which s/he is appointed unless s/he, his/her Department Head and the receiving department agree to the assignment.

F. An Employee shall not be required as a condition of employment to work at more than one campus or College facility, unless s/he agrees to do so, or unless the nature of the program in which s/he is employed so requires, or unless the Employee otherwise would be underloaded. An Employee who would otherwise be underloaded, so that the provisions of either Article IX, F or this Article XVI, F could be applied, shall be granted the option of accepting a transfer, pursuant to Article IX, F, or of working on not more than two (2) campuses or College facilities, pursuant to this section.

Normally an Employee will be expected to teach on only one (1) campus or College facility on a single day.

When, to avoid an underload, it is necessary for an Employee to teach at two (2) campuses or facilities or when it is necessary for an Employee to travel between campuses or facilities on official College business on a single day, classes and arrangements will be scheduled so as to permit reasonable travel time. The travel shall be by the mode of transportation which is most efficient and appropriate under the circumstances, consistent with time, cost, and convenience. Reimbursement shall be in accordance with the Board's published policies.

G. The Division Dean shall meet with a Committee elected annually by the department. Together they will consider the candidate or candidates for the Department Head position, and will agree upon one name to recommend to the Vice President for Academic Affairs for approval as Department Head.

The Vice President for Academic Affairs will appoint a Department Head for a period of two (2) years and will not capriciously or arbitrarily withhold approval of the person whose name has been submitted jointly by the Division Dean and the

Department Committee. A Department Head may be recalled at any time during his/her two (2) year term upon the vote of two-thirds of the Employees in the Department, in which case the normal appointing procedures shall begin anew. Nothing herein shall preclude the re-election of an incumbent Department Head for subsequent two (2) year term(s).

The method of election to the Department Committee shall be at the discretion of the individual department.

The choice of a candidate for the position of Department Head will reflect an analysis of the department's professional, academic and administrative needs for the ensuing year.

In the event that the Vice President for Academic Affairs should refuse to approve the jointly agreed upon candidate, the selection process will begin again.

Department Heads shall be appointed by the end of the Fall semester, the appointments to take effect January 1st.

H. The language of the forms used to carry out the provisions of this Agreement shall be subject to review by Federation so that the language of such forms shall conform to this Agreement.

I. (1) Teachers within a department shall be responsible for course objectives; course design; additions, deletions and other changes within courses; and shall approve such prior to transmission by the Department Head to the Vice President for Academic Affairs by way of the Division Dean.

(2) In cases where jurisdiction over course responsibility is questioned, the several department faculties concerned shall, through their Department Heads, arrange a joint meeting with the respective Division Deans concerned. If at that meeting there is a failure to resolve the differences, the matter shall be referred to the Vice President for Academic Affairs for his/-her assignment of it to the appropriate department.

(3) Suggestions for new courses or for changes to curricula may originate from any source. Recommendations for additions or deletions of courses and for changes within curricula shall first be made by the Teachers and Department Heads within the concerned departments and shall be subject to the approval of the appropriate Division Deans and of the Vice President for Academic Affairs.

(4) Criteria for additions or deletions of courses and for changes within particular curricula shall be jointly established by appropriate departments and appropriate Division Deans subject to the approval of the Vice President for Academic Affairs.

(5) Teachers within each department shall be responsible for examining and reviewing each course and curriculum within its jurisdiction not less than once every two (2) years. Such review and examination shall be made with a view toward improving and updating courses and curricula and avoiding proliferation.

(6) The choice of instructional materials, course syllabi, and instructional techniques shall be made by the instructor(s) teaching a course. In the case of multi-section courses, those teachers involved shall meet periodically and review all instructional matters which would lead to the accomplishment of common course and curriculum objectives.

(7) In no case shall a teacher abrogate the approved course objectives.

(8) The above provisions except for Section (2) thereof, shall, with respect to their areas, apply, as applicable, to Employees not in departments.

J. Courses shall not be cancelled without prior consultation with the Department Head or, if s/he is not available, with the Division Dean.

K. (1) Following three (3) consecutive absences covered by collegial cooperation, it shall be the responsibility of the Department Head to arrange with the Division Dean for coverage of ensuing absences. If faculty members are utilized to cover the ensuing absences, overload rates shall be paid. A faculty member may not be required to substitute; provided, however, that faculty members in the same discipline who are underloaded may be required to substitute to the extent of a full load and without overload pay.

(2) A faculty member must obtain Department Head approval for any planned absence and such approval shall not be arbitrarily or capriciously withheld.

L. The Board shall reimburse a faculty member for all expenses incurred on authorized field trips conducted for his/her classes.

M. Employees who serve on the Institution-Wide Committee or any of the Standing Committees shall, where practicable, have their schedules arranged so as to allow them to attend the meetings of such Committee(s).

N. Removal of Disruptive Students

With the approval of the Vice President for Student Affairs, an Employee may require any disruptive student in his/-her class to withdraw from that class permanently; provided, however, that this provision shall be subject in all respects to the rights of each such student to appeal in accordance with procedures established by the Board or by law. In the event of an emergency, it is understood that an Employee will cope with that emergency in such reasonable manner as s/he deems appropriate.

ARTICLE XVII

ADDITIONAL CAMPUSES

A. Anything herein to the contrary notwithstanding, the Board maintains the sole and exclusive right and responsibility for establishing all aspects of any additional campuses; provided, however, that this authority shall be exercised in the following manner:

(1) In the event a new facility or a program, policy, or procedure concerned with that facility is under active consideration by the administration but before a decision with respect

thereto is made by the Board, the President shall convene an ad-hoc committee composed of an equal number of Administrators appointed by the President and of Employees appointed by Federation to meet first with the President and his/her representatives, and then if necessary with members of the Board to assist in the planning of the educational programs, policies and procedures, including preliminary planning as to design and modification of physical facilities, relative to educational functions.

After the final decision as to the nature of the programs, policies, and/or procedures to be established at the new facility has been made by the Board, the ad-hoc committee shall, if necessary, be augmented by each constituency making such additional appointments thereto as are necessary to assure membership thereon of individuals who have knowledge and/or expertise of such programs, policies, and/or procedures, and, as well, of any other unique aspect or function contemplated at the new facility.

Anything herein to the contrary notwithstanding, decisions involving the procurement of physical facilities shall involve the Federation to the extent possible.

(2) Preliminary and final decisions as to any ratio between new Employees and Employees who may wish to transfer to any new facility shall be made by the Board following prior discussion with the Federation.

B. Should either party feel that a local supplement is desirable for any additional campuses, negotiations for such supplement shall begin no later than twenty (20) calendar days after the request is made in writing. Pending the conclusion of such negotiations the terms of this Agreement shall be fully binding at such additional campuses. When ratified by both parties, any such local supplement shall be considered an appendix hereto and a part hereof.

ARTICLE XVIII

SPECIAL PROGRAMS

A. Developmental Education

(1) The Board and the Federation acknowledge a mandate to provide inter-departmental developmental education services and will cooperate in the continuation and improvement of such services. Within the program now operative, the coordinator, teachers teaching and counselors in the program selected from their respective departments shall collectively recommend and/or consider proposals for additions or deletions of courses, supportive services and criteria for admissions to the program; and they shall provide the recommendations to the Vice President for Academic Affairs.

(2) A teacher who teaches one (1) or more courses in a Developmental Program shall be evaluated by his/her Department Head in accordance with established departmental and college-wide evaluation criteria. However, the Department Head shall specifically take note of and comment on an additional written evaluation of the teacher's performance in developmental courses submitted by the coordinator of the Developmental Program.

The additional written evaluations shall be made in accordance with criteria and methods drawn up by the coordinator and teachers of the Developmental Program. The teacher shall be given a copy of the written evaluation by the Department Head and shall be given the opportunity to reply to it in writing.

B. Curriculum Advisement

Recognizing the critical value and importance of an adequate curriculum advisement procedure in a community college, the Board and Federation agree to:

(1) Maintain the present selective advisement approach as experimental in status;

(2) Participate in a continuing study of methodological options to the present curriculum advisement procedure, implementing experimentally where feasible those options mutually agreed upon as professionally valid;

(3) (a) Board shall appoint a qualified individual to direct curriculum advising as his/her major responsibility;

(b) Those selected by the individual directing urriculum advising from among the faculty who have volunteered ith the knowledge and consent of their Department Heads and Di-ision Deans shall be appointed as Curriculum Advisors. No fac-lty member may be required to serve as a Curriculum Advisor, but ny faculty member may request curriculum advising as a one (1) ourse equivalent.

(c) Six (6) hours per week of advising shall be cheduled in cooperation with the Coordinator of Advising. This means that the number of hours of advising to be scheduled per week shall not exceed six (6) unless there is mutual agreement by the advisor and the Coordinator of Advising.

(d) Curriculum Advisors shall have assigned to them only those clerical and record-keeping responsibilities absolutely essential to fulfilling the advisement task itself. Such assigned responsibilities shall not include participation in the clerical mechanics of registration or pre-registration; provided, however, that advisors may be required to participate in non-teaching activities expected of all other teachers, but advising duties shall have priority.

C. Institutional Research

The Board shall maintain an institutional research office.

ARTICLE XIX

PERSONNEL RECORDS

A. Individual personnel files shall be confidential but an Employee shall have the right to insert in his/her file reasonable supplemental material and written responses to any items in his/her file. S/he may review his/her own personnel file during regular office hours and upon reasonable notice. Evaluative material or any material derogatory toward his/her professional conduct, service, character, or personality shall not be placed in the personnel file without being shown to the individual involved. An Employee shall be furnished with copies of any and all material included within his/her file upon written request, except for the confidential recommendations from persons named by the Employee in his/her application for employment. Material irrelevant to the professional progress of an Employee shall not be included within personnel files; nor shall any material classified as professional or evaluative in nature be permitted in personnel files without the author's identity.

B. All information relating to any Employee covered by this Agreement shall be kept in one (1) official personnel file.

C. Except as otherwise specifically provided in this Agreement, under no circumstances shall information in the personnel file, addresses, or telephone numbers of Employees be given out without the express written permission of the Employee; provided, however, that the Department Heads, Senior Administrators of the College and members of the Board shall be entitled to such information.

ARTICLE XX

CHANGES IN INSTITUTIONAL STRUCTURE

Subject to the provisions of Article XXI, Institutional Participation, reorganization that affects Employees shall be made in the following manner:

Any plans of the administration for reorganization will be considered by the Standing Committees, the divisions and the departments involved.

In the event there is disagreement in any of these bodies with the final form of said plans, the reasons for disagreement shall be presented by a representative of that body to the appropriate Committee of the Board before the final decision is made by the Board.

ARTICLE XXI

INSTITUTIONAL PARTICIPATION

A. To utilize effectively the talents and expertise of all components of the College, there shall be an appropriate committee structure through which recommendations on policies and procedures will be channeled to the President and the Board.

B. For the term of this Agreement, Standing Committees shall be composed of an equal number of administrators, Employees, and students; provided, however, that the Employee representatives on Standing Committees shall be designated by the Federation. Standing Committees shall be: Business Affairs Committee, Academic Affairs Committee and Student Affairs Committee. Any changes in the above shall be by mutual agreement.

C. Each Standing Committee will, among other things, consider and evaluate policies and procedures, make recommendations with respect to suggested changes to the Institution-wide Committee and submit periodic written reports on matters appropriate to the charge of that Committee to the Institution-wide Committee.

D. The recommendations or reports of any Standing Committee shall be submitted in writing to an Institution-wide Committee for deliberation and recommendation for action. In such an Institution- wide Committee, the faculty shall have equal numbers and equal vote with any of the participatory groups. The

Federation must participate in the formation and agree to the structure and function of such Committee.

Written recommendations of the Institution-wide Committee shall be acted upon with dispatch by the President. If the President does not follow the recommendation, such recommendation shall be presented in writing to the Board and argued for before the appropriate Committee of the Board by the Institution-wide Committee's representative(s). Any Standing Committee which initiated a recommendation or report shall be advised promptly of the action of the Institution-wide Committee.

The Institution-wide Committee shall be advised promptly of the action taken by the President and/or by the Board on its reports and recommendations. If recommendations are not followed, the reasons shall be stated in writing.

Anything herein to the contrary notwithstanding, any recommendation which the Institution-wide Committee shall make to the President shall be accompanied by the recommendation which the Standing Committee made to the Institution-wide Committee.

ARTICLE XXII

GRIEVANCE PROCEDURE

A grievance is an allegation or complaint that there has been a breach, violation, misinterpretation, misapplication, inequitable or otherwise improper application of, or a deviation from, the terms of this Agreement or of any policy, practice, or procedure which relates to wages, hours, or working conditions. Also, subject to the provisions of Article XXIV, Totality of

Agreement, a complaint involving any Employee's work circumstances shall constitute a grievance. The foregoing provisions pertaining to an Employee's work circumstances shall be appealable from Step 3 of this grievance procedure only to an appropriate Committee of the Board of Trustees whose resolution of the complaint shall be final and immediately implemented.

Step 1

The Grievant and the grievant's supervisor shall make every effort to resolve a grievance informally; provided, however, that no grievance may be processed unless done so within ten (10) working days of the occurrence giving rise to the grievance or within ten (10) working days of the date on which the grievant learned, or should have learned, of such occurrence, whichever is later.

Step 2

If the grievance is not suitably resolved in Step 1, the grievant may, in five (5) working days after the impasse, submit a written grievance to the Division Dean which shall include a statement of the grievance, a brief statement of the facts giving rise to the grievance and the remedy requested. The Division Dean shall, within ten (10) working days of receipt of the written grievance, which time shall include the time required for a hearing duly convened after having given a minimum of three (3) working days' notice, file a written response setting forth the action to be taken thereon. In any event, the Division Dean shall have five (5) working days from the hearing date to respond.

Step 3

If the grievance is not suitably resolved in Step 2, the grievant may, in five (5) working days after the receipt of the written decision from the Division Dean submit a written appeal to either the President or a party designated by the President to hear and decide such matters. Such individual shall have ten (10) working days, following receipt of such written appeal, which time shall include the time required for a hearing duly convened after having given a minimum of three (3) working days' notice, to file a written response thereto. In any event, the President or his/her designee shall have five (5) working days from the hearing date to respond.

Step 4 Binding Arbitration

If the grievance is not suitably resolved at Step 3, above, only the parties hereto may, within ten (10) working days of the written response at Step 3, submit the matter to he American Arbitration Association ("AAA") for binding rbitration.

AAA shall be requested to submit a list or lists of rbitrators to the parties for their selection of an impartial arbitrator; and if no mutually acceptable selection is made by the parties after the elimination of the second list, AAA shall appoint the arbitrator in accordance with its rules then obtaining.

The decision of the arbitrator shall be final and binding upon the parties, but the arbitrator shall have no authority to add to, subtract from or modify this Agreement.

The arbitrator's fees and those of AAA shall be shared equally by Federation and Board, but each shall bear its own costs of presenting its case to the arbitrator.

Anything herein to the contrary notwithstanding, the filing of a grievance or the appeal from any Step of this grievance procedure shall be taken within the time limits specified; and in the event such is not done, the administration's decision at the prior Step shall be final and binding on the parties and shall not be subject to further appeal of any kind. The aforesaid shall not apply if the time limits are extended by mutual agreement.

The Federation shall be informed of every grievance hearing beyond the first Step and in accordance with Act 195, the Federation shall have the right to have its representatives present at any Step of the grievance procedure following the first Step; and at the first Step as well if the grievant so requests. The grievant may be represented by the Federation at any Step of the grievance procedure following the first Step; and at the first Step as well if the grievant so requests.

Anything herein to the contrary notwithstanding, a grievance hall be lodged at its point of origin and the general procedures elating to that Step shall apply, including the right of appeal. ederation may initiate or appeal a grievance at any Step of this rocedure.

Failure to communicate a decision at any Step of this griev-nce procedure, within the specified time limits, shall permit it o be advanced to the next Step of the procedure, unless a longer eriod is established by mutual consent.

If the grievance filed pertains to an individual, only the ndividual and representatives of Federation, together with the epresentatives of the Board, may be present at any Step. If the grievance is a class grievance, Federation's representatives, the Board's representatives and not more than two (2) representatives of the group affected may be present at any particular Step of the grievance procedure. The parties shall, however, have the right to call witnesses and to offer testimony at a hearing held pursuant to this grievance procedure.

Any settlement, withdrawal, or disposition of a grievance at any Step below Step 4 shall not constitute a binding precedent for the settlement of similar grievances in the future.

Failure to renew a contract of an Employee who does not have tenure shall not be subject to the arbitration provisions of this grievance procedure except for violations of Articles IV, V.B.(4), and VIII.B., above, and except as provided in Article VI.B.

(Renewals) and in Article XV (Academic Freedom) of this Agreement.

ARTICLE XXIII

AGREEMENT AGAINST STRIKES AND LOCK-OUTS

During the term of this Agreement or any extension thereof, Federation shall not, either directly or indirectly, countenance, support, suggest or participate in any strike, work-stoppage or slow-down of any sort; nor shall there be any lock-out on the part of the Board.

ARTICLE XXIV

TOTALITY OF AGREEMENT

Except as otherwise specifically provided within this Agreement, the parties hereto agree that all items presented for or subject to negotiation have been discussed during the negotiations leading to this Agreement and, therefore, agree that for the term of this Agreement or any extension thereof, negotiations will not be requested on any item, whether contained herein or not.

ARTICLE XXV

SEPARABILITY

In the event that any provision of this Agreement is or shall at any time be held to be contrary to law by a court of last resort of Pennsylvania or of the United States or by a court of competent jurisdiction from whose judgment or decree no appeal has been taken within the time provided for doing so, that provision shall be null and void, but all other provisions of this

Agreement shall continue in effect. In such event, within ten (10) calendar days after the voiding of the provision, the parties shall meet and negotiate a substitute provision.

ARTICLE XXVI

HEADINGS

Any headings preceding the text of the several Articles hereof are inserted solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

ARTICLE XXVII

TERM OF AGREEMENT

A. This Agreement shall remain in full force and effect from September 1, 1985 (retroactive to the extent practicable, from the execution date to September 1, 1985), to and including August 31, 1990, and shall automatically renew itself from year to year thereafter unless, not later than November 30, 1989 either party shall serve written notice on the other of its desire to terminate, modify or amend this Agreement. Upon service of such notice, negotiations shall begin no later than January 3, 1990 so as to permit the parties to conform to the requirements of Article VIII of Act 195.

B. For the contract years 1988-1989 and 1989-1990 the Federation shall have the right to reopen this Agreement, but only with respect to Employee increases pertaining to annual salaries effective September 1, 1988 and September 1, 1989, for the fourth and fifth contract years, respectively; and this may be done in

1988 for both years or in 1988 and 1989 for one (1) year at a time. Federation may at any time subsequent to September 1, 1987 but not later than August 31, 1988 for the 1988-1989 contract year (and at any time subsequent to September 1, 1988 but not later than August 31, 1989 for the 1989-1990 contract year) serve written notice on the Board of its desire to reopen this Agreement as aforesaid. The parties shall, within thirty (30) days of the delivery of such written notice to the Board, commence negotiations pursuant to this reopener. Should the parties fail to reach agreement within sixty (60) calendar days after the date negotiations begin pursuant to this sub-section, the matter shall be submitted by the Federation to binding arbitration. The arbitration procedure shall be governed in all respects by the arbitration provisions of Article XXII of this Agreement. In no event shall the above right to reopen abrogate the "no-strike" provisions contained in Article XXIII hereof.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed and sealed the day and year first above written.

COMMUNITY COLLEGE OF PHILADELPHIA

By____________________

By____________________

THE FACULTY FEDERATION OF THE
COMMUNITY COLLEGE OF PHILADELPHIA,
LOCAL 2026 OF THE AMERICAN
FEDERATION OF TEACHERS AFL-CIO

By Richard B Dojar

By Karen R. Schermerhorn

EXHIBIT "A"

RANK AND MINIMUM QUALIFICATIONS

Rank	Minimum Qualifications
Instructional Aide A	Competency in subject field. Associate degree preferred. Twelve (12) month position. Non teaching.
Instructional Aide B	Competency in subject field. Associate degree preferred. Academic year position.

The duties of Instructional Aides are in the area of instructional support, such as equipment inventory and control; departmental record keeping; instructional assistance to professional employees in laboratories, classrooms or clinical settings; and practical demonstrations of classroom theory.

Rank V. Instructor	A. Master's degree in subject area, or B. Bachelor's degree plus 2 years experience in technical field, or C. Bachelor's degree and 30 graduate credits, or D. Professional certification by a recognized or accredited college, university, professional association, or institution licensed to issue such certification plus 5 years' experience in the specialized field; provided, however, that no further promotion, automatic or otherwise, shall be granted until the minimum qualifications for such higher rank are attained. When the baccalaureate degree has been attained, all years in Rank V shall be credited for all purposes.

Rank	Minimum Qualifications
Rank VI. Assistant Professor	A. Doctoral Degree, or
	B. Master's degree in subject field, plus 3 years teaching experience, or
	C. Bachelor's degree plus 2 years experience in technical field, plus 3 years teaching experience, or
	D. Bachelor's degree and 30 graduate credits plus 3 years teaching experience, or
	E. Bachelor's degree plus 6 years experience in technical field plus 1 year teaching experience.
Rank VII. Associate Professor	A. Master's degree in subject field, plus 5 years teaching experience, or
	B. Bachelor's degree plus 2 years experience in technical field, plus 5 years teaching experience, or
	C. Bachelor's degree plus 30 graduate credits, plus 5 years teaching experience, or
	D. Bachelor's degree plus 8 years experience in technical field, plus 3 years teaching experience.
	(Holders of a Doctoral Degree may achieve this rank with less than 5 years teaching experience.)

Rank	Minimum Qualifications
Rank VIII. Professor	A. 60 semester hours approved graduate work beyond Baccalaureate Degree to include a Master's degree in subject field, plus 10 years teaching experience, or B. Master's degree plus 2 years experience in technical field, plus 30 units approved graduate work, plus 10 years teaching experience, or C. Master's degree plus 8 years experience in technical field, plus 8 years teaching experience, or D. Doctoral degree plus 8 years teaching experience.

EQUIVALENCIES

1. One year of college teaching experience equals one (1) year of teaching experience.

2. Elementary and secondary school experience shall be equated as follows:

   2 for 1 teaching experience in subject matter before Master degree.

   1 for 1 for teaching experience after the Master degree.

3. Two (2) years related technical experience equals one (1) year of teaching experience.

4. Appointment to a full professorship requires a minimum of two (2) years experience at the College.

5. Two (2) years of teaching as a graduate assistant may be equal to one (1) equated year.

6. Doctorate equals three (3) years' teaching experience; the all-but- dissertation or its equivalent, the Specialist in Education and the MFA equal two (2) years teaching experience.

7. Each year of professional experience for Counselors and Librarians equals one year of teaching experience.

8. For all purposes of this Agreement, the following shall be equated to an earned Master's Degree: (1) J.D. or L.L.B.; and (2) Registered Architect or registrations the requirements for which are equivalent thereto; provided, however, that this does not include C.P.A., R.N., C.L.U. or equivalent titles.

9. When an Employee has had three (3) contract renewals as an Instructor, based on the evaluation system in accordance with this Agreement, s/he then will be appointed Assistant Professor with his/her fourth contract.

10. The Librarians and Counselors shall be ranked utilizing the criteria in Exhibit "A" by their respective Directors in cooperation with each individual Employee to ensure proper evaluation of experience.

EXHIBIT B

COLLEGE CALENDAR 1985-90

FALL	1985	1986	1987	1988	1989
Faculty Orientation	Aug. 26 - Aug. 30	Aug. 25 - Aug. 29	Aug. 31 - Sept. 4	Aug. 29 - Sept. 2	Aug. 28 - Sept. 1
Classes Begin	Sept. 3	Sept. 2	Sept. 8	Sept. 6	Sept. 5
Thanksgiving Vacation	Nov. 28 - Dec. 1	Nov. 27 - Nov. 30	Nov. 26 - Nov. 29	Nov. 24 - Nov. 27	Nov. 23 - Nov. 26
Final Day of Classes	Dec. 8	Dec. 6	Dec. 12	Dec. 10	Dec. 9
Examinations	Dec. 9 - Dec. 15	Dec. 8 - Dec. 13	Dec. 14 - Dec. 19	Dec. 12 - Dec. 17	Dec. 11 - Dec. 16
Grades Due	Dec. 16	Dec. 15	Dec. 21	Dec. 19	Dec. 18
SPRING	1986	1987	1988	1989	1990
Faculty Orientation	Jan. 6 - Jan. 10	Jan. 5 - Jan. 9	Jan. 11 - Jan. 15	Jan. 9 - Jan. 13	Jan. 8 - Jan. 12
Classes Begin	Jan. 13	Jan. 12	Jan. 18	Jan. 16	Jan. 15
Spring Vacation	March 5 - March 9	March 4 - March 8	March 9 - March 13	March 8 - March 12	March 7 - March 11
Final Day of Classes	April 20	April 18	April 23	April 22	April 21
Examinations	April 21 - April 27	April 20 - April 25	April 25 - April 30	April 24 - April 29	April 23 - April 28
Grades Due	April 28	April 27	May 2	May 1	April 30
Commencement	May 5	May 4	May 9	May 8	May 7
SUMMER SESSION I	1986	1987	1988	1989	1990
Classes Begin	May 6	May 12	May 16	May 15	May 14
Memorial Day Holiday	May 26	May 25	May 30	May 29	May 28
Classes End	June 24	June 30	July 1	June 30	June 29
SUMMER SESSION II	1986	1987	1988	1989	1990
Classes Begin	June 30	July 6	July 7	July 6	July 9
Holiday	July 4	July 3	July 4	July 4	July 4
Classes End	Aug. 15	Aug. 21	Aug. 23	Aug. 22	Aug. 24

OFFICIAL PUBLIC AND SPECIAL COLLEGE HOLIDAYS

	1985	1986	1987	1988	1989	1990
New Year's Day		W, 01/01/86	Th, 01/01/87	F, 01/01/88	Su,01/01/89	M, 01/01/90
Spring Vacation		W, 03/05/86- Su,03/09/86	W, 03/04/87- Su,03/08/87	W, 03/09/88- Su,03/13/88	W, 03/08/89- Su,03/12/89	W, 03/07/90- Su,03/11/90
Memorial Day		M, 05/26/86	M, 05/25/87	M, 05/30/88	M, 05/29/89	M, 05/28/90
Fourth of July		F, 07/04/86	F, 07/03/87	M, 07/04/88	Tu,07/04/89	W, 07/04/90
Labor Day	M, 09/02/85	M, 09/01/86	M, 09/07/87	M, 09/05/88	M, 09/04/89	
Thanksgiving Day	Th,11/28/85	Th,11/27/86	Th,11/26/87	Th,11/24/88	Th,11/23/89	
Day after Thanksgiving Day	F, 11/29/85	F, 11/28/86	F, 11/27/87	F, 11/25/88	F, 11/24/89	
1/2 Day on December 24*	T, 12/24/85	W, 12/24/86	Th,12/24/87	Sa,12/24/88	Su,12/24/89	
Christmas Day	W, 12/25/85	Th,12/25/86	F, 12/25/87	Su,12/25/88	M, 12/25/89	
1/2 Day on December 31**	T, 12/31/85	W, 12/31/86	Th,12/31/87	Sa,12/31/88	Su,12/31/89	

*holiday if a workday
**holiday if a workday

Academic Year Work Days

5 days of in-service each semester

67 class days each semester

5 exam days each semester

1 day to complete final grades each semester

1 day for Commencement - Spring Semester

Total work days each academic year - 157

EXHIBIT "C"

SALARIES

1. Across-The-Board and Minimum

A. Across the Board

Effective:	9/1/85 to 8/31/86	9/1/86 to 8/31/87	9/1/87 to 8/31/88	9/1/88 to 8/31/89	9/1/89 to 8/31/90
Ranks V to VIII (Academic Year)	$1,900	$2,000	$2,100	Reopener	Reopener
Ranks V to VIII (Twelve [12] months)	$2,470	$2,600	$2,730	Reopener*	Reopener*

(It is understood that the increases for 12-month Ranks V through VIII Employees shall be 1.30 of the academic year increase in each of the five (5) years of this Agreement)

Ranks A & B	$1,290	$1,350	$1,450	Reopener	Reopener

B. Minimums

The minimum Ranks V to VIII shall be increased by $1,900 effective 9/1/85 and by $2,100 effective 9/1/87 but not in the second, fourth and/or fifth years

The minimum for Ranks A and B shall be increased by $1,290 effective 9/1/85 and by $1,450 effective 9/1/87, but not in the second and fourth and/or fifth years.

Rank		1985/86	1986/87	1987/88	1988/89	1989/90
VIII	Academic Year	$23,714	$23,714	$25,814	$25,814	$25,814
	12-Month	$30,257	$30,257	$32,357	$32,357	$32,357
VII	Academic Year	$22,022	$22,022	$24,122	$24,122	$24,122
	12-Month	$28,059	$28,059	$30,159	$30,159	$30,159
VI	Academic Year	$20,329	$20,329	$22,429	$22,429	$22,429
	12-Month	$25,858	$25,858	$27,958	$27,958	$27,958
V	Academic Year	$18,637	$18,637	$20,737	$20,737	$20,737
	12-Month	$23,659	$23,659	$25,759	$25,759	$25,759
Rank A (12-Month)*		$15,949	$15,949	$17,399	$17,399	$17,399
Rank B (Academic Year)		$15,949	$15,949	$17,399	$17,399	$17,399

---

* Effective 9/1/88 each Employee in Rank "A" shall receive a salary no less than 130% of the then applicable minimum.

New Employees hired effective as of or in a specific contract year shall not have their salaries further increased for that year unless necessary to reach the then applicable minimum for the Rank.

No Employee shall receive less than the then applicable minimum.

2. In addition to the foregoing:

(a) Employees promoted effective from and after the effective date of this Agreement to a rank above the rank of Instructor, shall receive the sum of $1,000 for each such promotion in Rank.

(b) Employees who attain or are hired with:

(1) All-but-dissertation graduate status ("A.B.D."), Masters of Fine Arts ("M.F.A.") or Specialist in Education shall have added to the base annual salaries the sum of $750.00, and

(2) An earned Doctorate (provided it is in a subject matter related to areas in which the Employee teaches or, for those who do not teach, in areas in which s/he otherwise works) shall have added to their base annual salaries the sum of $750.00.

(For the purposes of this Agreement, it is anticipated that an Employee with an earned Doctorate Degree shall have first achieved A.B.D. status. If such an Employee with an earned Doctorate Degree has not already been given credit for an A.B.D., s/he shall have added to his/her base annual salary the sum of

$1,500.00 upon the attainment of his/her earned Doctorate Degree.)

(3) For the purpose of this Agreement, the attainment of A.B.D., M.F.A. or earned Doctorate Degree shall be credited in the next academic semester after the requirements for that particular graduate status or degree have been completed and have been verified.

3. Overload and Summer Session Teaching shall be paid at a rate so that the difference between the full-time overload rate and the basic part-time rate will decrease by $5.00 per contact hour in each of the five (5) years of this Agreement; and for the first three (3) years hereof the rate(s) shall be:

9/1/85 - $380.00 per contact hour
9/1/86 - $410.00 per contact hour
9/1/87 - $445.00 per contact hour

There shall be no other payment for rank and/or service supplement.

4. One twenty-sixth (1/26) of each Employee's contract rate shall be paid bi-weekly. Compensation for overload and for the Summer programs shall be in addition to the contract rate. Fringe benefits, as applicable, shall be paid only on the Employee's contract rate.

LETTER OF AGREEMENT

Faculty Federation of the Community College
of Philadelphia, Local 2026, AFT, AFL-CIO
1700 Spring Garden Street
Philadelphia, Pennsylvania 19130

Gentlemen:

This letter will elaborate upon and supplement the Labor Agreement executed of even date herewith, as follows:

1. Wherever the term "Vice President for Academic Affairs" appears in the Labor Agreement, "Vice President for Student Affairs" shall be substituted insofar as counselors are concerned.

2. The term "earned doctorate" as used in the Labor Agreement shall include only the types of degrees included heretofore.

3. Those lecturers who were made instructors, pursuant to the provisions of paragraph 7 of the separate letter of understanding to the 1972 Labor Agreement, viz.:

   > "Present lecturers, because of their unique status, shall be made instructors, with no salary increase as the result thereof (unless below minimum) and shall not be entitled to any promotion to any higher rank (including the automatic promotion to Rank VI as specified in Exhibit "A") until the minimum qualifications for that rank have been attained. This shall be without prejudice and will not, in any manner, be considered a precedent for the future."

   shall continue to be subject to such provisions.

4. The elimination of the word "normally" immediately before the word "vest" in the first sentence of VI-A-1 shall continue to be without prejudice to the rights of the parties with respect to the hiring of Employees who will not be in departments.

5. Employees may either retain dual titles such as "Developmental/English" or use single-discipline titles, such as "English", at their election.

6. Advisory Committee on Admissions to Nursing Program

A. A Faculty Advisory Committee on Admissions to the Nursing Program shall continue and be available for consultation by the Director of Admissions, to interview candidates for admission to the nursing program.

B. It is not mandatory for the Advisory Committee or members thereof to interview all applicants for admission to the program.

7. The rejection during the 1975 negotiations of the Union demand for the inclusion of the word "all" preceding the word "recommendations" in Paragraph A of Article XXI shall be without prejudice to the rights of both parties to such entitlement as they have under Article XXI and that the fact of demand and rejection shall not be used by either party at any grievance or other proceeding.

8. Employees who retired prior to September 1, 1985, who were eligible to participate in certain Plans at their expense, shall continue to be so eligible in like manner, if satisfactory to the carriers.

9. A Study Committee shall be established forthwith to study the duties of Counselors, such study to be completed by September 1, 1986. The Committee is to consist of three (3) Counselors to be chosen by the Counseling Department and three (3) people chosen by the Vice President for Student Affairs (with the Dean of Student Life as Chair). This Committee shall report to the Vice President for Student Affairs, who shall make such determination as to Counselors' duties as s/he deems appropriate.

10. With reference to Foreign Language Class sizes, the contents of the letter dated December 27, 1984 attached hereto as Exhibit "A" to this Letter of Agreement shall continue to apply for the term of this Agreement.

11. Effective as of the Fall Semester, 1985, the Learning Lab shall be considered a Department. The Learning Lab Administrators (Howard and Hirsch) shall be deemed faculty members (Employees) without review of the Hiring Committee, with full accrued seniority for all time spent as administrators and shall remain as joint department heads (without any right of recall) until January 1, 1989. If one resigns or for any reason is unable to serve prior to that date the other will remain

as the sole department head until January 1, 1989; and if both resign or for any reason are unable to serve prior to that date, the President will appoint the department head until January 1, 1989 from among the faculty of the Department. From and after January 1, 1989, the usual department head provisions will apply, with the first regular election to be held in December of 1988.

12. Northeast Center grievances are dropped in all respects.

The ad hoc committee specified in Article XVII will be convened for the West Philadelphia Regional Center.

13. Any recommendation of the Joint Committee for alternative investments, with respect to retirement contributions, shall be made to the negotiating teams for implementation in such manner as they shall mutually agree and as is consistent with law.

14. The Early Retirement Plan offered to administrators will be offered to Employees effective July 1, 1986. In addition, a Joint Study Committee consisting of equal numbers of Federation and Board appointees and a voting consultant will make recommendations to the Board of Trustees by a date certain. The Committee will begin its work as soon as practicable. The consultant will be chosen and paid in the same manner as the Advisory Arbitrator chosen during negotiations.

15. The Agreement will be changed, if and as necessary, to reflect any agreements reached regarding promotions by the Joint Evaluation Committee.

16. Regarding the College Calendar (Exhibit B to the Collective Bargaining Agreement) the same may be changed to reflect the implementation of mutually agreed upon ideas regarding in-service activities and/or programs, as needed.

17. a) In the event a provision of the Part-Time/Visiting Lecturer Agreement cannot be implemented without conflicting with this Full-time Faculty Agreement, this Full-time Faculty Agreement shall govern in all respects. Full time Employee departmental rights, as applicable, shall not be affected by anything contained in the Part-time/Visiting Lecturers Agreement, except as specifically stated therein.

b) The parties agree to continue the provisions of the Side Letter of December 12, 1983 (a copy of which is attached as Exhibit "B" to this Letter of Agreement) regarding the incorporation of Article IX of the Part-Time Visiting Lecturers Agreement into the Agreement.

Please signify your approval of the foregoing by signing, dating and returning a copy of this letter.

Very truly yours,

COMMUNITY COLLEGE OF PHILADELPHIA

Judith S. Eaton
President

AGREED TO AND APPROVED
Faculty Federation of the
Community College of Philadelphia,
Local 2026, AFT, AFL-CIO

By Karen R. Schermerhorn

By Richard B. Bojar

Date ______________________________

EXHIBIT "A"
(TO LETTER OF AGREEMENT)

December 27, 1984

MEMORANDUM

To: William Baker

From: Raymond A. Pietak

Subject: Foreign Languages--Class Size

As per our discussion, I am asking Barbara Jacobs to change the limit of all foreign language courses to twenty-five on a two-semester experimental basis. This will give us an opportunity to see whether the courses become more evenly balanced in terms of student numbers. We are doing this with the understanding that if a given section of a course at a particular time reaches the maximum--we will not open another section at that time, but will make every attempt to counsel students into existing sections at other times. This also means that we will not increase the number of students in a section beyond twenty-five unless all the other section seats of this course have been completely filled. It is my understanding that if all the sections of a particular course have reached twenty-five, we will then entertain increasing the class size to either twenty-six or twenty-seven in order to avoid opening another section which may result in a very low enrollment.

Please let me know if you have any problems with the above. If you do, we should sit down and talk some more.

RAP:dt

cc: Barbara Jacobs

RECEIVED
JAN 2 [illegible]
HUMANITIES DIV.

EXHIBIT "B"
(TO LETTER OF AGREEMENT)

Faculty Federation of Community College
1700 Spring Garden Street
Philadelphia, Pennsylvania 19130

Ladies and Gentlemen:

This will confirm our understanding that the subcommittee which was to have made certain recommendations to the Board has concluded its work as to Visiting Lecturers' grandfathering and definition and as a result, agreement between the Union and the College has been reached regarding Visiting Lecturers' advancing to full-time faculty positions (as set forth in Article IX of the Labor Agreement between the Federation and the College pertaining to part-time Employees and Visiting Lecturers).

The parties agree to incorporate Article IX of the Part-time/Visiting Lecturers' Agreement into the Full-Time Faculty Agreement; and that this Article IX of the Part-time/Visiting Lecturers' Agreement is binding on the Federation and all individuals in all units represented by it; that the Federation will neither support, process and/or take to arbitration any grievance, nor support, process and/or file any lawsuit, complaint or charge which alleges that the provisions of said Article IX either are in conflict with another agreement and/or are invalid or not effective for any reason.

Please signify your approval of the above by signing, dating and returning the copy of this letter.

Very truly yours,

COMMUNITY COLLEGE OF PHILADELPHIA

By: ____________________

AGREED TO AND APPROVED

Faculty Federation of CCP,
Local 2026

By Richard D. Kiser

Marsha Ostroff

DATE: December 12, 1983

This Index is inserted solely for convenience of reference and shall not constitute a part of this Agreement, nor shall it affect its meaning, construction, or effect.

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Delaware Co. Comm Coll
SF 181 Delaware

AGREEMENT BETWEEN
DELAWARE COUNTY COMMUNITY COLLEGE
AND
DELAWARE COUNTY COMMUNITY COLLEGE ASSOCIATION
OF HIGHER EDUCATION
PSEA/NEA
1987-1990

A. STATE EDUCATION ASSN.
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Facilitated By The Center For
The Practice Of Conflict Management:
Dr. Irving Goldaber and Dr. Marilyn Goldaber, Co-Facilitators

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Chairman of the Delaware County Community
College Board of Trustees

Barbara W. Moss

President of the Delaware County Community
College Association of Higher Education

Center for the Practice of Conflict Management

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AGREEMENT

THIS AGREEMENT, is entered into by and between the BOARD OF TRUSTEES of the DELAWARE COUNTY COMMUNITY COLLEGE (hereinafter referred to as the "BOARD") and the DELAWARE COUNTY COMMUNITY COLLEGE ASSOCIATION OF HIGHER EDUCATION (hereinafter referred to as the "ASSOCIATION").

WITNESSETH:

WHEREAS, the BOARD operates the Delaware County Community College pursuant to the Community College Act of 1963 and pursuant to the Rules and Regulations of the State Board of Education. The BOARD and the ASSOCIATION recognize the desirability of the objectives of providing for and improving the quality of education and maintaining a high standard of academic excellence in the programs of the College; and

WHEREAS, the maintenance and improvement of the quality of education and the maintenance of high standards of academic excellence depends, in part, upon the quality, performance, and morale of the professional staff; and

WHEREAS, the BOARD and the ASSOCIATION have the obligation, pursuant to the Public Employee Relations Act (Act 195), to negotiate with respect to wages and terms and conditions of employment of the employees who are represented by the ASSOCIATION; and

WHEREAS, the BOARD and the ASSOCIATION have reached an agreement as a result of negotiations.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I

RECOGNITION

Section 1. Recognition: The Pennsylvania Labor Relations Board, in Case No. PERA-R-4130-E, established the ASSOCIATION as the Bargaining Unit, pursuant to the Public Employee Relations Act for the instructional staff members (hereinafter referred to as ISM) of the Delaware County Community College. The BOARD recognizes the ASSOCIATION as acting in this capacity. The BOARD will negotiate with the ASSOCIATION in all matters as required by law, and it agrees not to negotiate with any individual ISM as may now or in the future be prohibited by law.

ARTICLE II

BOARD RIGHTS

Section 1. ASSOCIATION Recognition: The ASSOCIATION recognizes that the BOARD has vested in it by law, the responsibility and authority to manage and direct, as a fiduciary for the public which it serves, all of the operations and activities of the College. These responsibilities and obligations are subject, however, to the Public Employee Relations Act and agreements adopted thereunder.

Section 2. Rights of the College: The Board of Trustees, on behalf of the College, does hereby retain and reserve unto itself all rights, powers, authority, duties, and responsibilities conferred upon and vested in it by the statutes of the Commonwealth of Pennsylvania and the State Board of Education. Except as specifically provided herein, the operation and administration of the College, including the right to make rules and regulations pertaining thereto, shall be fully vested in its BOARD and the President and their duly designated representatives. Nothing herein stated shall be construed as a delegation or waiver of any powers or duties vested in the BOARD or any administrator by virtue of any provision of the laws of the Commonwealth of Pennsylvania. All parties to this agreement, the BOARD and its representatives and the ASSOCIATION and its representatives, shall take no action violative of any provision of this agreement.

ARTICLE III

ASSOCIATION RIGHTS

Section 1. Released Time for ASSOCIATION President: The ASSOCIATION President, without salary reduction, shall have released time from instructional obligations, so that the instructional obligations shall be a reduction of one course of three or four credit hours or its equivalent from the normal load each academic semester. The ASSOCIATION shall, prior to the thirtieth day of June each year, notify the College of the designation of the person who will serve as ASSOCIATION President during the forthcoming year. After such designation is made, no change shall be made until the next academic semester.

Section 2. ASSOCIATION Representative at the Board Meetings: Meetings of the Board of Trustees are public meetings according to law, and as such, are open to any representative of the ASSOCIATION. Should an ASSOCIATION representative wish to present a specific matter to the BOARD or address the BOARD, such matters shall be placed upon the agenda by request of the ASSOCIATION representative.

Section 3. Consultations: For the purposes of discussing legitimate and proper subjects which affect the implementation and application of this contract, the ASSOCIATION shall have the right, upon request, to meet and consult at reasonable and mutually convenient times, with the President, Vice President, Deans and Director of Personnel or their designees concerning matters in the areas of responsibility assigned to each.

Section 4. Rights of Instructional Staff in ASSOCIATION: The BOARD hereby agrees that every ISM shall have the right freely to join and support the ASSOCIATION or to refrain therefrom as determined by each individual.

Section 5. Nondiscrimination: The BOARD and the ASSOCIATION agree that they will not in violation of any applicable law discourage, deprive, or coerce any employee in the enjoyment of any rights conferred by act or laws of Pennsylvania or the Constitution of Pennsylvania and the United States; that they will not discriminate in violation of any applicable law or provision of this agreement against any employee with respect to hiring, discipline, hours, wages, or any terms or conditions of employment by reason of membership or nonmembership in the ASSOCIATION, race, creed, religion, color, national origin, age, sex, or domicile as provided in Federal or State Law.

Section 6. Use of Facilities: The ASSOCIATION and its representatives shall have the right to engage in ASSOCIATION activities and to use the College's facilities including a secure office with a telephone provided it does not interfere with or interrupt normal College operations or the obligation and duties of faculty members as employees. The ASSOCIATION will not be charged for the use of facilities during normal hours if they are not otherwise being utilized and if there is no extra or special cost to the College from such usage. The ASSOCIATION shall pay for any materials or supplies used.

Section 7. Information: The BOARD agrees to furnish the ASSOCIATION with public information concerning professional staffing and financial reports, including but not limited to, agenda of all public board meetings. The ASSOCIATION will also be provided with such additional information as is necessary during contract negotiations or the processing of an existing grievance. At the time of notice of dismissal of an ISM, the President of the ASSOCIATION will be notified.

Section 8. Copies of Proposed Policy Changes: The ASSOCIATION is entitled to information concerning all proposed policy changes, by-law changes or changes in other institutional rules and regulations adopted by the BOARD. The BOARD will make available to the ASSOCIATION, copies of all minutes of the public meetings of the Board of Trustees, as well as copies of the agenda of the matters to be presented to the Board of Trustees prior to each meeting, as soon as the documents are available.

ARTICLE IV

ASSOCIATION SECURITY, DUES CHECK OFF

Section 1. Maintenance of Membership: Each employee who, on the effective date of this agreement, is a member of this ASSOCIATION and each employee who becomes a member after that date, shall maintain membership in the ASSOCIATION, provided that such employee may resign from the ASSOCIATION during a period of fifteen (15) days prior to the expiration of this agreement, or any renewal or extension thereof, by notification to both the College and the ASSOCIATION by certified mail of the desire to terminate membership. The payment of dues shall be the only requisite employment condition relative to ASSOCIATION membership.

Section 2. Payroll Deductions: ISMs may, by executing the proper form provided by the ASSOCIATION, have automatic payroll deductions for ASSOCIATION dues. Deductions for ASSOCIATION dues shall be made during the appropriate pay period of each month, commencing in the month following the transmission by the ASSOCIATION to the College of a legal and proper dues deduction authorization on behalf of the individual ISM. The ASSOCIATION shall indemnify and save the College harmless against any and all claims, demands, suits, orders or judgments which may arise out of the implementation of this Article.

ARTICLE V

INSTRUCTIONAL STAFF MEMBER ASSIGNMENTS AND RESPONSIBILITIES

Section 1. The Academic Day: The academic day shall be those hours of the day during which classes will normally be scheduled. The academic day shall commence at 8:00 a.m. and continue until 10:30 p.m.

Section 2. The Academic Week: The normal academic week for the purposes of this agreement will consist of five consecutive working days on which assignments may be given during any calendar week. Any assignments on other than five consecutive days during a calendar week will be considered and treated as overload unless mutually agreed by the ISM and the College. ISMs employed as counselors and librarians shall have a normal work week of 37-1/2 hours.

No ISM will be required to work on any Saturday or Sunday if such work assignment interferes with the professed religious belief of the ISM, the tenets of which prohibit working on such days. Work assignments on Saturdays or Sundays may be rejected by an ISM. If no ISM accepts the work assignment offered, the work will be performed by qualified persons on the basis of seniority, regardless of prior rejection; the person with the least seniority receiving the first assignment.

Once an ISM has performed a weekend assignment, no further such assignment will be given to that ISM until all others so qualified, but with more seniority, have been so assigned.

An ISM will not be assigned against his or her wishes to more than one weekend course in an academic year. This does not preclude assignment to one course on the weekend which is taught for the duration of one academic year, but in such cases, the ISM will not be so assigned for the next academic year.

In no event would an ISM who objects to weekend assignments for religious beliefs be required to accept a weekend assignment. A mutually acceptable seniority listing of all ISMs will be made available by December 1st of each year.

Section 3. The Academic Year: The academic year shall consist of the period of time from the beginning of the Fall Semester to the end of the Winter Semester. The academic calendar covered by the 10-month salary shall set forth the commencing and closing dates of responsibility of the ISMs and shall separately set forth the time at which the ISM shall report if subsequent to the commencing date of the academic calendar.

It is understood that the expected number of service days in the academic year include those service days falling within the ten (10) month appointment exclusive of the Spring and Summer terms. It is further understood that the calendar shall be published by May 1st of each year for the coming academic year.

For information purposes, it is expected that the number of service days for 1987-88, 1988-89 and 1989-90 will be 169 days and included in such calendars will be two (2) days designated for personal professional development during each academic year.

Section 4. Lapse Time and Evening Assignments for ISMs: In the instance of an ISM, there shall be at least twelve hours between the end of the regularly assigned duties of one day and the beginning of regularly assigned duties the following day. Such duties, when assigned to an ISM past 6:00 p.m. shall be assigned no more than two (2) evenings per week, except, however, when an assignment is by its nature necessary three (3) evenings per week.

When regular graded credit courses or developmental courses are assigned to be taught past 6:00 p.m. on two or more consecutive days, a faculty member's daily schedule on the second or third of such consecutive days shall not exceed ten (10) hours from the beginning of the first class to the end of the last class.

Section 5. Academic Freedom. Each ISM is responsible for the educational progress of students, either directly taught or indirectly influenced at the College. Each ISM is entitled to full freedom in the classroom in discussing the course subject matter but should avoid controversial issues irrelevant to the course content or subject. ISMs will present material and information in a professional and impartial manner which will encourage discussion and analysis from all facets of the subject.

When an ISM speaks or writes as a citizen, he is free from institutional censorship or discipline. However, his special position in the community imposes special obligations. As a person of learning and an educational officer, it should be remembered that the public may judge his profession and institution by the utterances made. Hence, at all times, statements should be accurate and should show exercise of appropriate restraint and should show respect for the opinions of others and efforts should be made to indicate that the words spoken and written other than in one's faculty capacity are not written or spoken as an institutional spokesman.

Activities of an ISM in private life shall not, in themselves, affect the employment with the College. Any acts which measurably affect the quality of the work of an individual may result in disciplinary action.

ARTICLE VI

PERSONNEL FILES

Section 1. Contents: The College shall maintain a confidential, official personnel file for each ISM. No anonymous material, that is material that does not designate the source or the origin of the information contained therein, shall be placed in the official personnel file.

The personnel file will be made available to the individual ISM as set forth below, except that any information concerning preemployment evaluation, references, or recommendations, or other material involved in the preemployment or hiring of the individual will be confidential and need not be shown to the individual ISM.

An ISM shall have a right to submit comments or responses to material contained in the individual's official personnel file, and shall have a right to make copies of any material contained therein which is not confidential.

An ISM or a properly authorized agent of the ISM, authorized in writing, shall have access to official personnel files during regular office hours. Under no circumstances shall the official personnel file be moved from the office by or on behalf of the ISM and access to the file shall only be in the presence of someone in authority in the office.

ARTICLE VII

CONTRACT PROCEDURES

Section 1. Tenure and Termination: All ISMs employed under this agreement shall be employed on a 10-month salary basis or a 12-month salary basis as assigned by the College. There may be mutual agreement for employment for a shorter period of time than ten (10) months; such agreement will not affect the continuing employment status of the ISM in regard to other rights under this agreement.

Section 2. New Appointees: A nontenured faculty member and newly hired ISMs, during their first two years of employment, shall be entitled to a written evaluation of job performance by a properly designated supervisor prior to the end of each semester. If renewal of employment is not offered, such notice of nonrenewal shall be in writing and given at any time prior to the end of the second year of employment.

Section 3. Tenure: During the third year of employment, persons ranked as instructor, assistant professor, associate professor or professor are eligible for consideration for tenure. The recommendation of awarding of tenure shall be made by the committee on tenure which committee shall be composed according to the policy adopted by the Board of Trustees of Delaware County Community College. Notice of the award of tenure shall be given by the first day of December each year.

Section 4. Dismissal: Tenure appointments shall be continuous, limited however, to the provisions of this contract. No tenured employee shall be dismissed except for just cause. Any tenured employee receiving notice of dismissal may thereafter have the matter heard through the grievance procedure. Any tenured employee terminated or otherwise disciplined, shall be given written notice of the reasons therefor. The tenured employee shall have the right to due process in the determination of whether or not just cause exists for the action taken. This may be appealed as a final step to a special committee of the Board of Trustees or to binding arbitration. In the event the issue of just cause is to be determined by binding arbitration, the arbitrators shall be three (3) in number. All of the arbitrators shall be professional educators experienced in the field of labor management relations. Each party shall select one arbitrator and the two selected arbitrators shall select a third.

ARTICLE VIII

RETRENCHMENT

Section 1. Reduction of Staff: If, at anytime, it shall be determined by the Board of Trustees to be necessary to reduce the staff of the College, designated herein as ISM, such reduction, when it results in discontinuation of employment of an ISM, shall be considered retrenchment.

No retrenchment shall take place if the full-time position held by the person whose employment is to be discontinued is to be filled by part-time or coadjutant personnel.

If, at the time of reduction of the staff, there are courses being taught or to be taught by part-time or coadjutant personnel in the same academic discipline and course qualification as the person whose employment is to be discontinued, such ISM shall have the option of teaching those said courses, provided they result in teaching a full load as defined herein.

Retrenchment, when necessary, shall be made according to and in the inverse order of length of service, from the most recent date of employment at the College; that is, one with the least service shall be considered first for retrenchment within and among the persons having the same academic discipline and course qualifications as the position to be eliminated.

An ISM, subject to retrenchment, shall be placed on a reemployment list according to the chronological date of retrenchment. Such list shall be maintained according to the academic discipline and course qualifications. Should two or more persons be subject to retrenchment at the same time, they shall be listed according to the chronological date of original hiring by the College.

No new faculty member shall be hired to fill a vacancy in the academic discipline and course qualification unless the vacancy is first offered in writing to all ISMs on the appropriate list; selection shall be made in order of ISMs most recently retrenched. In the event an ISM rejects an offered position, his name shall be removed from the list and rights accruing hereunder shall terminate. Rehiring shall take place by the priority established on each reemployment list. In the event the person first on a list to whom notice is given, indicated inability to accept the position to fill the vacancy until the expiration of a period of time not to exceed one academic semester, such position shall be awarded to take effect at such future time. The College reserves the right to fill the vacancy during such waiting period.

During the period of retrenchment, prior rights accrued in the nature of accumulated sick leave, accumulated time towards sabbatical leave and accumulated time towards tenure qualification shall not be lost. Such times shall not, however, increase during the period of retrenchment.

No action in the nature of retrenchment shall be taken to prevent or deny the award of sabbatical to an ISM otherwise eligible, nor shall the fact that upon return from sabbatical leave it is anticipated the position theretofore occupied will no longer be available, be used to refuse sabbatical leave.

Notice of reduction in staff which will result in retrenchment will be given to the persons affected no later than June 30 prior to the next academic semester. In any other circumstances, notice shall not be later than 90 days prior to the termination of employment. It is intended herein to provide written notice to the persons affected immediately upon the determination of the Board of Trustees to reduce the staff.

Any ISM subject to retrenchment may retain all insurance benefits during the term of the retrenchment, provided the cost thereof is assumed by the individual and provided further, the insurance carrier will accept such payments without causing an increase in the rates to be paid by other insured ISMs.

Upon return to employment after a lapse of time not in excess of one semester, an ISM shall be entitled to all monetary increments and benefits which would otherwise have accrued had the ISM not been subject to retrenchment.

ARTICLE IX

WORKLOAD

Section 1. Workload and Overload: The amount of instructional work to be performed by the faculty during the academic year is defined as workload. Overload compensation shall be paid, in accordance with the salary schedule as attached, to persons assigned to perform instructional work in excess of the maximum workload. The maximum workload is defined as follows:

> The teaching of courses during the academic year equal to thirty (30) credit hours or thirty-one (31) contact hours. Beginning with the academic year 1988-89, the number of contact hours required to reach the maximum workload will be thirty (30). A contact hour is measured by the number of instructional hours and related laboratory hours scheduled by the College per week for each course taught during an academic year.
>
> For the purpose of this Article, laboratory hours will be calculated on the basis of two (2) laboratory hours equalling one (1) credit hour. Beginning with the academic year 1989-90, the laboratory hours will be calculated on a basis of three (3) laboratory hours equalling two (2) credit hours.

Section 2. Curricula Development, Supervision and Assessment: An ISM assigned to develop program curricula, or courses shall receive as extended or released time, an amount of time as needed for the work to be accomplished as determined by the College. Programs determined to need supervision or assessment shall be assigned by the College and undertaken by an ISM by mutual agreement.

ARTICLE X

SALARY

Section 1. Salary: For the academic years 1987-88, 1988-89 and 1989-90, all ISMs shall receive salary increments and overload compensation as specified in Schedule A.

Those persons on 12-month employment shall receive an additional compensation of twenty percent (20%) of the compensation which would be paid to the same person for 10-month employment.

ARTICLE XI

FRINGE BENEFITS

Section 1. Holidays: The College shall establish each year, within the College calendar, the holidays for the year, applicable to both 10-month and 12-month employees. No classes shall be scheduled on days designated as holidays, nor shall any ISM be required to work on the days designated as holidays which shall be as follows:

New Year's Day
Good Friday
Memorial Day

Independence Day
Labor Day
Thanksgiving (and the following day)
Christmas Day
Two (2) other days to be designated annually

Section 2. Vacations: ISMs on a 12-month appointment shall be entitled to twenty-two (22) working days of paid vacation per twelve months. Such vacation shall be considered as earned at the rate of 1.8 days per month for each full month of employment.

Vacation will be taken at a time mutually agreed by the individual ISM and the College. The ISMs are required to take at least two consecutive weeks of paid vacation per year, unless an exception is approved in advance by the ISM's supervisor. Employees are encouraged to take full vacation allotted. Vacation may only be accumulated up to a maximum of thirty-three (33) days. Any vacation not taken by June 30th of each year which is accumulated in excess of the thirty-three (33) day maximum shall be considered lost.

Section 3. Tuition and Fee Waiver: ISMs and their dependents may attend courses offered by the College without payment of tuition and plant or maintenance fees. An ISM may attend a maximum of two (2) courses per semester, not to exceed seven (7) credit hours per semester. Such courses may be attended outside normal working hours. Employee dependents are not restricted in the number of courses permitted each semester.

Section 4. Part-Time Graduate Study Reimbursement: All ISMs are eligible to be considered for part-time graduate study reimbursement. The maximum graduate study permitted for reimbursement will be not more than twelve (12) credits in any one calendar year. Reimbursement will be at the standard course tuition fee at an area state-related institution. Fifty percent (50%) reimbursement will be made to an ISM demonstrating successful completion of a course with the balance to be paid at the end of one academic semester of full-time service to the College.

In addition to the aforesaid, any ISM, upon application and approval, may receive reimbursement paid in the same manner as stated herein, for undergraduate studies in a field related to the ISM's institutional field or proposed instructional field.

Section 5. Forgivable Loan Program for Full-Time Study and Occupational Development: A forgivable loan fund exists for ISMs who take leaves of absence to pursue full-time graduate studies in an organized program at a recognized accredited institution for an advanced degree or for approved occupational development in the area consistent with the needs of the College. The amount available in the loan fund each year will be available to be distributed among eligible applicants who are recommended by the College in proportion to their respective salaries. The loan to the individual applicants in the year will not exceed one-fourth the annual salary of the applicant in the year of the ISM's application. In the instance of persons pursuing occupational development, the loan will not exceed the difference between the amount of their annual salary and the compensation received during the occupational development, but in no instance will it exceed one-fourth of the annual salary of the applicant at the Community College. To be eligible to receive a loan, the ISM must have contributed at least three academic years of consecutive full-time service to the College. If a loan recipient returns to the College after expiration of the leave of absence, the loan will be forgiven fifty percent (50%) at the end of the first academic year of full-time service and fifty percent (50%) at the end of the second academic year of full-time service. Upon return to the College, the ISM shall be credited with seniority equal to the length of the approved leave. If a loan recipient does not return to full-time service at the College, the loan must be repaid with interest calculated at the prime rate of interest in effect on the date of termination, on the principal beginning at the date of expiration of the leave of absence. Similarly, if the borrower leaves the service of the College before the end of two full years of full-time service, subsequent to the end of the leave of absence, the ISM must repay a fraction proportionate to the full-time service remaining to accomplish the forgiveness of the loan plus interest beginning at the time of secession of service from the College.

Section 6. Travel Accident Insurance: The College will provide travel accident insurance for all ISMs assigned business travel on behalf of the College paying up to $75,000 for loss of life and for loss of limb as set forth in the policy. This insurance is in addition to other types of insurance coverage.

Section 7. Accidental Death and Dismemberment Insurance: The College will provide insurance coverage for accidental death and dismemberment equal to one and one-half (1-1/2) times base annual salary. Additional conditions and limitations of such coverage will be maintained in the Personnel Services Office and will be furnished to ISMs upon request. Optional insurance, covering eligible dependents of ISMs in varying amounts, will also be available as of the effective date of the agreement, provided the interested ISM pays the full cost of this optional insurance.

Section 8. Long Term Disability: The College will provide long term disability income insurance for ISMs meeting all conditions as defined in the insurance plan document maintained in the Personnel Services Office. Such document is available for inspection by ISMs. Basic provisions of the Plan include a monthly disability payment equal to sixty percent (60%) of an ISM's base monthly salary.

Section 9. Vision Care: In addition to medical and health benefits already in effect, the College will continue a Vision Care Program for employees and dependents covered by this agreement. Terms, conditions and limitations shall be as set forth in the Vision Care Program document administered through the Personnel Services Office of the College.

Section 10. Employee Health Insurance - Dependent Coverage: In addition to medical and health benefits already provided, the College will continue its share of health insurance dependent coverage paying one hundred percent (100%) for applicable employees.

The medical and health insurance provided by the College may be modified by the College to provide the following:

A. Preadmission review;

B. Concurrent review;

C. Admission review;

D. Continued stay review; and

E. Discharge planning.

The insurance program may also include such matters as a hospice care program, extended care facilities and home health care, pre-admission and post-release testing, ambulatory surgical facilities, second surgical opinion program and a health care help line. The details and limits of the coverages are on file in the College Personnel Office.

No ISM shall be responsible for the payment of disputed health/major medical claims arising from the review process. Such disputed claims shall be settled by the College's insurance carrier, presently Metropolitan Insurance Company.

The plan may also be modified to provide a network of health care providers which offer in-patient and out-patient services to employees entitled "Preferred Provider Organizations" as part of the total health insurance coverage. A document describing this coverage will also be on file in the Personnel Office of the College.

Section 11. College Paid Major Medical Insurance: The College's major medical plan provides that after $2,000 in coinsured expenses (insurance carrier pays eighty percent [80%] and employee pays twenty percent [20%]) have been paid in any given calendar year, the insurance carrier will pay one hundred percent (100%) of eligible expenses for the balance of that year. Such eligible expenses shall be as currently defined in the basic insurance plan now in effect. As in the case of the basic health plan, the insurance carrier shall make final determinations regarding interpretation of claimant eligibility. The major medical maximum shall be $1,000,000.

With regard to insured benefit programs defined in this Article, should the College determine that an existing insurance carrier be replaced, such replacement shall not result in any existing levels of insured benefits being reduced during the term of this agreement.

Section 12. Employee Life Insurance: Life insurance coverage for employees covered by this agreement shall be equal to two (2) times base annual salary. All other conditions and limitations of the life insurance plan will continue in effect.

Section 13. Dependent Dental Coverage: Under the terms of the College's health insurance plan, a dependent dental program including orthodontia shall be continued for all ISMs. The basic dental provisions are similar to those already in effect for employees. The orthodontia provisions have a separate $50 deductible, and benefits are provided on a fifty percent (50%) coinsured basis with a maximum benefit payable of $1,000.

Section 14. Dependent Term Life Insurance: The College shall continue to offer dependent life insurance to eligible employees. Basic terms of the plan are as follows:

ISM Annual Salary	Amount of Spouse Insurance	Amount of Dependent Child Insurance	Cost per Month
Less than $10,000	$4,000	$2,000	$1.61
$10,000 to $15,000	$7,500	$4,000	$2.75
More than $15,000	$10,000	$5,000	$3.63

Monthly premium costs of such insurance shall be paid by ISMs on a biweekly payroll deduction basis.

Additional terms and conditions of this insurance are available in the Personnel Services Office.

The insured amount of each dependent child shall be effective as of the fourteenth (14th) day following birth.

Section 15. Early Retirement Incentive Plan: The Early Retirement Incentive Plan of the College includes the following provisions:

A - A minimum age of fifty-eight (58) for commencing such early retirement;

B - A minimum full-time service requirement with the College of ten (10) years;

C - A maximum age of sixty-four (64) for commencing such early retirement;

D - A lump sum cash incentive payment shall be made during each year of early retirement equal to twenty percent (20%) of the ISM's base annual salary for the academic year prior to the effective date of early retirement with a maximum of one hundred percent (100%) of said salary to be paid;

E - Provisions for continued enrollment in the College's health and major medical insurance programs for the employee and his or her eligible dependents shall be made. The full premium costs of such enrollment shall be paid by the College. Any health and major medical insurance benefits not provided by the

College shall be considered as the primary carrier insurance and shall serve as an offset against benefits provided by the College;

F - Application for early retirement shall be voluntary but must be made at least one (1) year in advance of the date such retirement would be effective;

G - All benefits and privileges relative to early retirement shall be discontinued one (1) year following the date of the employee's sixty-fourth (64th) birthday;

H - In the event of the death of a person participating in the Early Retirement Plan prior to the expiration of the benefits provided, a surviving spouse shall be entitled to the continuation of the health and major medical benefits in the same manner as if the person early retired, had survived, but such benefits shall not extend beyond the time when the surviving spouse receives or is entitled to receive medicare benefits.

The College shall maintain the Early Retirement Incentive Plan for the duration of the present collective bargaining agreement; provided, however, that final approval by the BOARD of all applications shall be consistent with efficient College operations. Detailed regulations applicable to this Plan shall be made available to the ASSOCIATION within ninety (90) days following ratification of this agreement.

ARTICLE XII

LEAVES OF ABSENCE

Section 1. Sick Leave: Whenever an ISM is compelled to be absent from duty due to illness or injury or the illness or injury of spouse, child or children, the ISM shall be allowed full compensation for such time loss resulting from said illness or injury subject to accumulated sick leave credit. The credit for sick leave (ten [10] days per academic year or twelve [12] days for 12-month personnel) shall be cumulative to a maximum of one hundred (100) sick days; provided, however, that the use of such accumulated sick days is consistent with the provisions of the College's Long Term Disability Plan. Any ISM suffering continued illness beyond the allowable accumulated sick leave days provided herein may apply to the Board of Trustees for a waiver of the sick leave limitation. No payment will be made for unused time accrued.

ISMs should notify the appropriate dean of any absence as the result of illness or injury as soon as possible, including advance notice whenever possible. Regular communications should be made with appropriate deans to insure necessary time for coverage during an ISM's absence. All absences due to illness which occur on any service day as reflected in the College calendar must be charged against an ISM's sick leave allowance and reflected on appropriate time records.

Section 2. Bereavement Leave: An ISM will be granted up to three (3) working days leave with pay for bereavement, if necessary, to permit the employee to attend the funeral and attend to other matters in connection with a death in the immediate family. For the purpose of this leave, an ISM's immediate family shall mean his or her grandparents, his or her grandchildren, mother, father, father-in-law, mother-in-law, sister, brother, child, spouse, sister-in-law, brother-in-law, or any person related by blood to the ISM or spouse if such person is a resident in the home of the ISM. Such leave will not be granted when the ISM is not attending the funeral or otherwise necessarily occupied in matters in connection with the death. Should unusual family matters necessitate additional absence, such absence may be granted up to two (2) additional days, with the approval of the ISM's immediate supervisor.

Section 3. Jury Duty Leave: The ISM shall be excused from work for jury duty or to appear as a witness if subpoenaed in any duly constituted judicial proceeding of a criminal nature. The ISM will receive the difference between the amount receivable as a juror or witness and the regular pay received for the period covered. The ISM must give at least one (1) week's notice of the intent to be absent under this provision of the agreement. Any such absence must be substantiated by appropriate documents as provided by the courts involved. Other benefits provided by the College will be continued during such absence.

Section 4. Coverage: Paid leaves of absence to attend professional meetings may be granted to ISMs provided that they make arrangements for their absence at no additional cost to the College and such arrangements are approved by the House Dean.

Section 5. Military Leave: An ISM is entitled to all privileges of a military leave of absence as applicable and provided under the laws of the United States of America and the Commonwealth of Pennsylvania. An ISM who is a member of a reserve component of the Armed Forces of the United States or a National Guard Unit shall be entitled to the differences between his contractual salary and all military pay and fees except subsistence and travel allowance which he receives during active reserve time, up to a period of two (2) weeks annually. Proof of such service rendered shall be secured by the ISM from the appropriate military component and submitted upon return from leave of absence.

Section 6. Maternity Leave: A pregnant ISM shall be entitled to maternity leave.

The ISM shall submit written notification to her immediate supervisor stating the anticipated duration of the maternity leave at least two (2) weeks in advance, if possible, of the commencement of the leave. Such leave shall be granted normally for a period not to exceed six (6) months.

In the case of a faculty member, the return date from maternity leave shall be scheduled so as to conform with the beginning of a future semester starting date.

Upon the request of an ISM, the maternity leave may be extended for an additional six (6) months, where required, but in no case will it exceed more than twelve (12) months.

In no case shall the ISM be required to leave prior to childbirth unless she can no longer satisfactorily perform the duties of her position, but employees who work beyond the seventh month of pregnancy may be required to provide a doctor's certificate authorizing continued work and to execute a waiver of responsibility for indemnification from injuries resulting from continued work.

Provided she has sufficient seniority, each ISM shall have the right to return from maternity leave to the same or substantially equivalent position she held before going on childbirth leave. The ISM shall return without any loss of rights, benefits, or seniority obtained prior to leaving on childbirth leave.

During the maternity leave, a faculty member may elect to continue certain benefit programs in effect. If such an election is made, the individual ISM will be responsible for payment of both the College and the individual's share of any costs or expenses in regard to continuation of such programs or plans. If during the period of the pregnancy or childbirth the individual ISM is unable to perform work because of medical reasons, she will be entitled to use any accrued sick leave for that period upon written certification by a physician.

Section 7. Sabbatical Leave - Regular and Special:

(A) Regular Sabbatical Leave: Tenured members of the instructional staff with academic rank shall be eligible for a one (1) or two (2) semester sabbatical leave with relief from all required duties for the purpose of study, educational travel, health, research or writing, or creative or community endeavors which, in the opinion of the College, are useful and valuable to the overall purpose and objectives of the institution.

Eligible employees, upon completion of six (6) full-time years of academic service to the College will be eligible for sabbatical leave. The sabbatical leave will be for one (1) semester at full pay or two (2) semesters at half pay. Once the leave has been granted under these provisions, the individual will be barred from any further consideration for sabbatical leave for at least six (6) more years of additional service to the College. The application for sabbatical leave shall contain a definite statement of the plan of activity for which the application is filed, and the way such activity meets the criteria used by the Sabbatical Committee, which criteria is set forth below.

The application may be filed with the President of the College during the sixth (6th) year of employment between October 1 and December 1 of the academic year. The President will refer the applications to the Sabbatical Committee for evaluation and consideration with any confidential comments considered appropriate. The President shall provide the Sabbatical Committee with information relative to particular emphasis to be given the criteria used in evaluation of sabbatical applications. Such information shall be provided to all ISMs prior to the time applications are filed. The Sabbatical Committee will use the following criteria in evaluating sabbatical leave applications:

1. The timeliness and appropriateness of the proposal as it relates to the goals of the College.
2. The relevance of the proposal as contributing to the self-renewal of the applicant as a person.
3. The pertinence of the proposal as it relates to professional development of the applicant in area of assigned duties.
4. The effectiveness of the applicant in his or her assigned duties.
5. The contributions the applicant has made to the College.
6. The contributions that the applicant has made to the community.
7. Length of time in which the applicant has been in full-time service with the College.

The Sabbatical Committee will file a list of recommended applications in order of preference with the President of the College on or before February 1st of the academic year in which the applications are made.

The Board of Trustees has the final authority in deciding which sabbatical leave applications are approved. In making a final decision, the Board of Trustees will take into consideration the recommendations of the Sabbatical Committee.

If an application which was recommended by the Sabbatical Committee is not approved by the BOARD, the President shall notify the chairperson of the Sabbatical Committee, in writing, of the reasons for such denial.

Notice of the action of the Board of Trustees approving or denying the applications shall be taken no later than its April meeting of the academic year preceding the year for which the application is filed. A list of all applicants for sabbatical leave shall be published annually, which list shall name the applicants in alphabetical order.

All applications recommended for approval by the appropriate committee which are not approved by the Board of Trustees shall automatically be considered as applications for sabbatical in the following academic year unless withdrawn by the applicant. The College and the ISM will contribute their appropriate share of the cost of health insurance, medical insurance, life insurance, retirement, and the other employee benefits for the period of sabbatical leave. The faculty member, when he or she returns from sabbatical leave, shall receive salary increments and other benefits which would have accrued had he or she not been on leave. The faculty member shall agree in writing prior to the sabbatical leave that in the event he or she fails to return to the College at the expiration of the sabbatical leave and render services for a period of at least one (1) year thereafter, he or she will reimburse the College for all sums paid by the BOARD while on sabbatical leave.

A one-semester sabbatical leave may be extended, without pay, salary, or benefits, or expense to the College for a second semester upon the mutual agreement of the individual faculty member and the College.

A minimum of three (3) sabbatical leaves will be granted each year, provided there are sufficient applicants who meet the required criteria.

(B) Special Sabbatical Leave: Any ISM who has once been awarded a regular sabbatical leave, upon the completion of six (6) full-time years of academic service from the conclusion of such sabbatical leave, will be eligible for a special sabbatical leave of two (2) semesters at half pay. The application for this sabbatical leave shall be made between October 1 and December 1 of the second academic year prior to the time of the sabbatical leave applied for. Nothing herein is intended to prevent an ISM who has received one regular sabbatical leave from applying for and receiving a second regular sabbatical leave as provided for herein, after the completion of six (6) full-time years of academic service from the conclusion of the prior regular sabbatical leave.

Section 8. Special Leaves: Under other special circumstances, the College will consider granting unpaid leaves of absence to deal with unusual personal matters. Requests for such leaves must be made to the appropriate dean at least one (1) full semester prior to the beginning of the requested absence except under emergency circumstances. Consistent with staffing needs of the College, such leaves shall be granted for purposes of childbearing.

Section 9. Professional Development Leaves: ISMs may be granted unpaid leaves of absence for professional development by the

Board of Trustees on the recommendation of the President for periods not to exceed one (1) academic year but subject to extensions under appropriate circumstances.

Requests for such leave must be made to the appropriate dean at least one (1) full semester prior to the beginning of the requested absence.

Consideration for such leave will be based upon such factors as ineligibility for sabbatical leave, and the extent to which the absence would be consistent with the overall efficiency of College operations. Failure to return for assignment at the expiration of any such leave of absence shall be considered a resignation.

During an unpaid leave of absence, the ISM concerned may elect to continue individual benefits at no cost to the College, with all costs paid by the individual concerned. Upon returning, the individual shall retain all rights and seniority possessed at the time the leave commenced.

Section 10. Personal Business Leave: Personal business leave of up to three (3) days with pay may be granted for personal business matters which cannot be cared for outside normal working hours. Requests for personal business leave should be made in writing to one's immediate supervisor as soon as possible, but in no case less than forty-eight (48) hours, except in emergencies. Approval will be granted by the appropriate dean whenever he or she is able to make alternative arrangements.

ARTICLE XIII

GRIEVANCE PROCEDURE

Section 1. Intent. The fair and equitable resolution of allegations of a grievance at the earliest possible step in the procedure is the agreed upon objective of the parties hereto. Any aggrieved member of the Bargaining Unit (ISM) is encouraged either by himself or herself or in company with a representative or official of the ASSOCIATION to discuss fully any allegation of a grievance with the proper dean, associate dean or personnel director of the College in an attempt to resolve informally any existing grievance. However, no grievance may be processed beyond the informal step unless a written recital thereof is filed with the personnel director no later than thirty (30) calendar days after the act or condition giving rise to the grievance, or thirty (30) calendar days from the date on which the aggrieved person knew or reasonably should have known of such act or condition.

Section 2. Definitions: A "Grievance" is a written claim or allegation by an aggrieved member of the Bargaining Unit that there has been a violation, misinterpretation or improper application of the terms or conditions of this agreement affecting the grievant.

A "day" as used herein in determining time limits, shall normally mean a day when classes or examinations are scheduled in accordance with the official College calendar. A calendar day when used herein shall mean a twenty-four (24) hour period.

Section 3. Informal Resolution: All members of the Bargaining Unit are encouraged to discuss problems or grievances they may have with the appropriate dean, associate dean, or personnel director of the College. The individual member of the Unit is entitled to have a representative of the ASSOCIATION present if he or she so desires. Any solution arrived at as to any problem or grievance at this stage need not be reduced to writing, but in any case, shall not be considered as a bind precedent on either of the parties to this agreement.

Section 4. Formal Resolution:

A. Step One: If the grievance is not satisfactorily resolved in the informal discussions, the grievant may, within the thirty (30) calendar days, set forth above, file a written recital of the grievance on the form provided, with the personnel director.

The dean or associate dean shall have ten (10) days after the date of receipt, to meet, discuss, and respond, in writing, to the grievance.

The ASSOCIATION shall be informed of all steps taken and may be present at all meetings involved in Step One.

B. Step Two: If the grievance is not satisfactorily resolved at Step One of the grievance procedure, the grievant may file an appeal from the Step One decision within five (5) days after the date of receipt thereafter with the personnel director of the College.

The personnel director of the College shall have ten (10) days after the date of receipt of response to meet, discuss, and respond, in writing, to the grievance.

The ASSOCIATION shall be informed of all steps taken and may be present at all meetings during the Step Two procedures, and shall be entitled to be present at all meetings or discussions at which the grievant is present.

C. Step Three - Arbitration: If the grievance is not satisfactorily resolved in Step Two, the ASSOCIATION exclusively may submit the matter to the American Arbitration Association (AAA) unless otherwise agreed to by both the ASSOCIATION and the College for alternative arbitration except as otherwise provided in Article VII, Tenure and Termination. Notice of the demand for arbitration shall be submitted no sooner than ten (10) days after the date of receipt of the written decision of the personnel director of the College, and no later than thirty (30) days after the date of receipt of such decision.

The decision of the arbitrator or such other procedure otherwise provided for in this agreement, shall be final and binding upon both parties, but shall not add to, subtract from, or modify any provisions of this agreement.

The arbitrator's fees and any American Arbitration Association fees shall be shared equally by the ASSOCIATION and the College, but each party shall bear its own cost for presenting its case to the arbitrator.

The written decision of the arbitrator shall be served on the parties within twenty-five (25) days after the close of the arbitration proceedings.

Section 5. General Grievance Provisions: Time limits may be extended by mutual written agreement of the parties.

Failure by either party to comply with the time limitation specified in this Article, unless extended by mutual written agreement of the parties, shall mean the grievance is considered settled at the position or decision of the opposite party last taken; except, that the failure to communicate a written decision within a time specified in Steps One and Two, unless mutually extended, shall permit the grievant to proceed to the next Step of the procedure.

Nonmembers of the ASSOCIATION shall be entitled to use the grievance procedure through Step Two, but if the services of the ASSOCIATION are requested, the ASSOCIATION is entitled to a reasonable fee to defray costs related thereto. If the ASSOCIATION determines to proceed to Step Three on a grievance of a nonmember of the ASSOCIATION, it again, is entitled to charge that individual a reasonable fee to defray costs.

A grievance may be filed at its appropriate point of origin, thereby skipping Step One of the formal grievance procedure, if appropriate.

The ASSOCIATION shall have the right to be present at all formal Steps of this procedure if it so desires, regardless of whether or not the individual grievant requests its presence.

A member of the Bargaining Unit may be represented by an official of the ASSOCIATION at any formal or informal Step of this grievance procedure if the individual so desires.

Grievance meetings shall be scheduled by the College at such time and place as not to interfere with the normal instructional responsibilities of the members of the Bargaining Unit. The grievant and the proper official of the ASSOCIATION, if a College employee, shall not receive any loss of payment as a result of attendance at joint grievance meetings, and there shall be no reprisals of any kind taken against any member of the Bargaining Unit for participating in any grievance matter.

A grievance may be withdrawn at any level, and the withdrawal of a grievance shall not constitute a precedent. However, if the grievant decides to withdraw the grievance, the ASSOCIATION shall have the right to continue to process the grievance on its own.

ARTICLE XIV

GENERAL PROVISIONS PERTAINING TO EMPLOYEES

Section 1. Travel Allowance and Field Trips: The College shall reimburse ISMs for all authorized expenses incurred on authorized College business, including field trips conducted for the faculty member's class.

When authorized by the College to use his or her personal vehicle for official business, an ISM shall be granted the current College mileage allowance plus necessary tolls and parking fees.

Reimbursement for meals and lodging while on authorized official business will be allowed on the basis of the official College policy in effect at the time the expense is incurred.

Section 2. Academic Attire: ISMs required to attend College functions for which academic attire is also required shall have such attire furnished and paid for by the College.

Section 3. Professional Development: The College encourages the faculty to pursue continuous professional growth which includes membership in professional organizations, as well as research, graduate study, publication and services to the community.

Section 4. Outside Employment: No ISM shall be penalized for undertaking outside employment unless, however, such employment has an adverse effect upon the performance of duties at the College. Employment in a teaching capacity at another institution of a course load of up to six (6) credit hours or the equivalent of two (2) courses during an academic year shall be permitted, provided there is approval by the Vice President of the College or appropriate supervisor.

ARTICLE XV

MISCELLANEOUS CONTRACT PROVISIONS

Section 1. Past Practices: Nothing contained in this agreement shall be interpreted so as to eliminate or reduce any benefits or rights existing within the scope and intent of the contract.

Section 2. Prohibition of Lockout and Strike: During the term of this agreement or any extension thereof, there shall be no lockout by the employer, the College, nor shall there be a strike by the ASSOCIATION. A lockout is defined as a voluntary cessation of operations of the College to prevent employees from working.

A strike is defined as a suspension or interference of work, any work stoppage, or intentional slow down in the rate of work assigned, any labor holiday, continuous meeting, or concerted mass sickness. The only strike which may be engaged in is that which is specifically authorized by Article X of the Public Employee Relations Act of Pennsylvania.

Section 3. Supersedence: This agreement constitutes the entire negotiated agreement of the BOARD and the ASSOCIATION and supersedes and takes precedence over any prior determinations regarding the subject matters set forth herein. To the extent that this agreement contradicts any rule, individual contract negotiated prior hereto, regulation, or policy heretofore or hereafter adopted, this agreement shall take precedence over those matters, within the scope of the agreement.

Section 4. Separability: Each provision of this agreement shall be deemed to be separable. To the extent that any portion hereof is found to be contrary to law or to the extent that the applicability of any portion of this agreement is contrary to law, such determination shall not affect the remainder of the agreement and all other parts and all other applicability of the agreement shall continue in full force and effect. To the extent that a portion of this agreement is declared to be void or is otherwise found to be contrary to law, the parties hereto agree to meet and bargain in good faith to the extent that any bargaining is needed to rectify or change the agreements so affected by any legislation or adjudication.

Section 5. Totality of Agreement: The parties hereto agree that all items presented, which could have been presented or which have been discussed during the negotiations leading to this agreement, have been contemplated. Therefore, it is agreed that for the term of this agreement or any extension thereof, negotiations will not be conducted on any of these items, whether contained herein or not, except by mutual agreement of both parties.

Section 6. Amendment: Any amendment to this agreement shall be in writing approved by the parties in the same manner as the agreement itself is adopted. Nothing herein is intended to prevent a memorandum of understanding from being attached to the agreement.

Section 7. All Rights Protected: Nothing contained herein shall be construed to deny or restrict any rights that the BOARD, the ASSOCIATION, or any individual ISM may have under the laws of the Commonwealth of Pennsylvania. The rights of the parties hereto, including the rights granted to individual ISM members, shall be in addition to those elsewhere established, including any rights or benefits any individual may have secured, which rights or benefits are not affected by this agreement.

Section 8. Matters Not Covered By This Agreement: Any negotiable matter arising subsequent hereto not covered by this agreement shall be subjected to negotiations according to law.

Section 9. Copies of Agreement: Copies of this agreement shall be reproduced by the BOARD within a reasonable time after the execution thereof with sufficient copies for the ASSOCIATION.

ARTICLE XVI

EXECUTION OF THE AGREEMENT

Section 1. THIS AGREEMENT is effective as of September 2, 1987 and shall continue in effect through midnight of the day immediately preceding the first faculty service day of the 1990-91 academic year.

IN WITNESS WHEREOF, the parties hereto set their hands and seals this day of , 1987.

BOARD OF TRUSTEES OF
DELAWARE COUNTY COMMUNITY COLLEGE

BY: ______________________________
Chairman

ATTEST: ______________________
Secretary

DELAWARE COUNTY COMMUNITY COLLEGE
ASSOCIATION OF HIGHER EDUCATION

BY: ______________________________
President

ATTEST: ______________________
Secretary

SCHEDULE A

SALARIES FOR THE YEARS 1987-90

All ISMs shall receive salaries for the 1987-90 academic years in accordance with the schedules listed below.

SALARIES FOR THE YEAR 1987-88

All ISMs shall be paid in accordance with the following salary schedule for the 1987-88 academic year according to their assigned step on the salary schedule:

Step	Lane 1	Lane 2	Lane 3	Lane 4
1	$17,117	$22,658	$23,433	$23,909
2	17,533	23,269	24,070	24,902
3	17,969	23,905	24,736	25,596
4	18,428	24,573	25,432	26,322
5	19,073	25,432	26,322	27,243
6	19,740	26,322	27,243	28,196
7	20,432	27,244	28,196	29,183
8	21,312	28,361	29,348	30,369
9	22,218	29,514	30,535	31,591
10	22,984	30,536	31,592	32,685
11	24,157	32,245	33,378	34,550
12	25,117	33,489	34,660	35,874
13	25,995	34,660	35,874	37,129
14	26,906	35,876	37,131	38,428
15	27,846	37,129	38,427	39,773
16	28,821	38,428	39,774	41,165
17	30,382	40,327	41,717	43,159
18	31,976	42,268	43,709	45,199

SALARIES FOR THE YEAR 1988-89

All ISMs shall be paid in accordance with the following salary schedule for the 1988-89 academic year according to their assigned step on the salary schedule:

Step	Lane 1	Lane 2	Lane 3	Lane 4
1	$18,401	$24,357	$25,190	$25,702
2	18,848	25,014	25,875	26,770
3	19,317	25,698	26,591	27,516
4	19,810	26,416	27,339	28,296
5	20,503	27,339	28,296	29,286
6	21,221	28,296	29,286	30,311
7	21,964	29,287	30,311	31,372
8	22,910	30,488	31,549	32,647
9	23,884	31,728	32,825	33,960
10	24,708	32,826	33,961	35,136
11	25,969	34,663	35,881	37,141
12	27,001	36,001	37,260	38,565
13	27,945	37,260	38,565	39,914
14	28,924	38,567	39,916	41,310
15	29,934	39,914	41,309	42,756
16	30,983	41,310	42,757	44,252
17	32,661	43,352	44,846	46,396
18	34,374	45,438	46,987	48,589

SALARIES FOR THE YEAR 1989-90

All ISMs shall be paid in accordance with the following salary schedule for the 1989-90 academic year according to their assigned step on the salary schedule:

Step	Lane 1	Lane 2	Lane 3	Lane 4
1	$19,781	$26,184	$27,079	$27,630
2	20,262	26,890	27,816	28,778
3	20,766	27,625	28,585	29,580
4	21,296	28,397	29,389	30,418
5	22,041	29,389	30,418	31,482
6	22,813	30,418	31,482	32,584
7	23,611	31,484	32,584	33,725
8	24,628	32,775	33,915	35,096
9	25,675	34,108	35,287	36,507
10	26,561	35,288	36,508	37,771
11	27,917	37,263	38,572	39,927
12	29,026	38,701	40,055	41,457
13	30,041	40,055	41,457	42,980
14	31,093	41,460	42,910	44,408
15	32,179	42,908	44,407	45,963
16	33,307	44,408	45,964	47,571
17	35,111	46,603	48,209	49,876
18	36,952	48,846	50,511	52,233

Should the Commonwealth of Pennsylvania enact legislation amending Section 1913(b)(1) of the Community College Act by increasing the amount of money which the Commonwealth of Pennsylvania shall pay to a community college on behalf of the sponsor over the present level of $2,400 per student, the schedules shall be amended. Should the Legislature increase become effective for the academic year 1987-88, the schedule shall be increased by eight percent (8%) over the schedule used in the year 1986-87. Should the increase be effective for the year 1988-89, the schedule shall be increased over the schedule used in the prior academic year by eight percent (8%). Should the legislation be effective for the year 1989-90, the schedule shall be increased over the prior academic year by eight percent (8%).

Should the Association of Higher Education elect to reduce the number of steps on the present salary schedule from 18 steps to 12 steps, it may do so. However, the total cost to the College shall not exceed that amount which would be paid in salary to the ISMs based on the salary schedule in effect at the time of the change. At the time of any change in the number of steps in the salary schedule, the ASSOCIATION shall submit to the College the step changes for each ISM to be affected as a result of the compression of the salary schedule.

DEFINITIONS:

LANE 1:	Assistant Instructor.
LANE 2:	ISMs who possess a Master's Degree, ISMs not currently possessing a Master's Degree will be placed two (2) steps below the appropriate step on the salary schedule until attainment of a Master's Degree.
LANE 3:	ISMs who have successfully completed 60 credits beyond the Bachelor's Degree.
LANE 4:	ISMs who have successfully completed 90 credits beyond the Bachelor's Degree or who have earned a Ph.D Degree.

OVERLOAD COMPENSATION

Persons assigned to teach overload shall receive as additional compensation $400 for each credit hour of overload for teaching graded degree credit courses and $400 per credit hour of its equivalent for teaching continuing education courses.

The overload rate for each credit of overload assigned relative to credit by assessment shall be $410 per credit hour.

Effective beginning with the 1988-89 academic year, the rate for overload for teaching graded degree credit courses shall be increased to $410 per credit hour and beginning with the academic year 1989-90 such rate shall be increased to $425 per credit hour. The overload rate for teaching continuing education courses shall be $367 per credit hour which rate shall be increased for the year 1988-89 to $377 per credit hour and further increased to $392 per credit hour for the academic year 1989-90. The overload rate relative to credit by assessment shall be $437 per credit hour which shall be increased to $447 per credit hour for the academic year 1988-89 and shall be further increased to $462 per credit hour beginning with the academic year 1988-89.

COUNSELORS AND LIBRARIANS

Counselors and librarians who are assigned work in excess of their normal full-time work week shall receive additional compensation measured at the rate of $15 per hour during the academic year 1987-88, which amount shall be increased to $16 per hour during the academic year 1988-89 and further increased to $17 per hour during the academic year 1989-90.

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DELAWARE COUNTY COMMUNITY COLLEGE 4/23/87
1987-1988

STEP	LANE 1	LANE 2	LANE 3	LANE 4	LANE 5	LANE 6	LANE 7
1	17,995	23,939	23,939	24,771	24,771	25,632	25,632
2	19,768	26,359	26,359	27,282	27,282	28,236	28,236
3	20,460	27,283	27,283	28,236	28,236	29,224	29,224
4	22,249	29,555	29,555	30,579	30,579	31,636	31,636
5	23,017	30,580	30,580	31,637	31,637	32,731	32,731
6	24,192	32,291	32,291	33,426	33,426	34,599	34,599
7	25,152	33,536	33,536	34,709	34,709	35,924	35,924
8	26,944	35,926	35,926	37,183	37,183	38,483	38,483
9	27,886	37,181	37,181	38,481	38,481	39,830	39,830
10	28,862	38,483	38,483	39,831	39,831	41,223	41,223
11	30,425	40,384	40,384	41,776	41,776	43,220	43,220
12	32,166	41,875	41,875	43,235	43,235	44,641	44,641

DELAWARE COUNTY COMMUNITY COLLEGE
1988-1989

4/23/87

STEP	LANE 1	LANE 2	LANE 3	LANE 4	LANE 5	LANE 6	LANE 7
1	20,727	29,502	29,502	31,257	31,257	33,012	33,012
2	21,644	30,419	30,419	32,174	32,174	33,929	33,929
3	22,561	31,336	31,336	33,091	33,091	34,846	34,846
4	23,478	32,253	32,253	34,008	34,008	35,763	35,763
5	24,395	33,170	33,170	34,925	34,925	36,680	36,680
6	25,755	34,530	34,530	36,285	36,285	38,040	38,040
7	27,115	35,890	35,890	37,645	37,645	39,400	39,400
8	28,475	37,250	37,250	39,005	39,005	40,760	40,760
9	29,835	38,610	38,610	40,365	40,365	42,120	42,120
10	31,590	40,365	40,365	42,120	42,120	43,875	43,875
11	33,345	42,120	42,120	43,875	43,875	45,630	45,630
12	35,100	43,875	43,875	45,630	45,630	47,385	47,385

4.0%	STEPS 10-12
3.1%	STEPS 6- 9
2.09%	STEPS 2- 5
20.0%	LANE 2
0.0%	LANE 3
4.0%	LANE 4
0.0%	LANE 5
4.0%	LANE 6
0.0%	LANE 7

DELAWARE COUNTY COMMUNITY COLLEGE 4/23/87
1989-1990

STEP	LANE 1	LANE 2	LANE 3	LANE 4	LANE 5	LANE 6	LANE 7
1	22,834	31,986	31,986	34,274	34,274	36,562	36,562
2	23,795	32,947	32,947	35,235	35,235	37,523	37,523
3	24,756	33,908	33,908	36,196	36,196	38,484	38,484
4	25,717	34,869	34,869	37,157	37,157	39,445	39,445
5	26,678	35,830	35,830	38,118	38,118	40,406	40,406
6	28,097	37,249	37,249	39,537	39,537	41,825	41,825
7	29,515	38,667	38,667	40,955	40,955	43,243	43,243
8	30,934	40,086	40,086	42,374	42,374	44,662	44,662
9	32,352	41,504	41,504	43,772	43,772	46,080	46,080
10	33,771	42,923	42,923	45,211	45,211	47,499	47,499
11	35,189	44,341	44,341	46,629	46,629	48,917	48,917
12	36,608	45,760	45,760	48,048	48,048	50,336	50,336

3.1%	STEPS 10-12
3.1%	STEPS 6- 9
2.1%	STEPS 2- 5
20.0%	LANE 2
0.0%	LANE 3
5.0%	LANE 4
0.0%	LANE 5
5.0%	LANE 6
0.0%	LANE 7

1985 - 1988

COLLECTIVE BARGAINING AGREEMENT

between

LEHIGH COUNTY COMMUNITY COLLEGE

and

FACULTY ASSOCIATION

PA. STATE EDUCATION ASSN.

an affiliate of

PAHE/PSEA, NFA/NEA

JC 870519

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AGREEMENT

THIS AGREEMENT entered into by and between Lehigh County Community College, Lehigh County, Pennsylvania, hereinafter called College and Lehigh County Community College Faculty Association, an affiliate of (N.F.A./P.A.H.E.) (N.E.A./P.S.E.A.) hereinafter called Association shall be effective the first day of the 1985-86 Academic work year.

DEFINITIONS: For the purposes of this Agreement, the following definitions shall apply.

A. COLLEGE - The Lehigh County Community College, the public employer.

B. ASSOCIATION - Lehigh County Community College Faculty Association, an affiliate of PAHE/NFA, PSEA/NEA, the employee organization.

C. FACULTY OR FACULTY MEMBERS - Those professional employees included in the appropriate bargaining unit set forth in Article I of this Agreement.

D. P.L.R.B. - Pennsylvania Labor Relations Board.

E. AGREEMENT - The Collective Bargaining Agreement negotiated between the Association and the College.

F. SPONSORS - The sponsoring school districts who are signators of the Articles of Agreement under which Lehigh County Community College exists.

G. BUDGET SUBMISSION DATE - February 15.

H. PRESIDENT - The President of Lehigh County Community College.

I. FISCAL YEAR - The fiscal work year shall be the twelve (12) month period from July 1 to and including June 30.

ARTICLE I - RECOGNITION

A. The "COLLEGE" hereby recognizes the "ASSOCIATION", pursuant to a P.L.R.B. election of December 1, 1970, and NISI order of certification, No. PERA-R 228-C, issued December 3, 1970, as the "employee organization" which has been certified by the aforementioned P.L.R.B. order of certification, as the exclusive representatives for all the employees in a subdivision of the employee unit comprised of TEACHING FACULTY, COUNSELORS, LIBRARIANS, LEARNING ASSISTANCE SERVICE PERSONNEL, FULL-TIME GRANT FACULTY FUNDED BY ACT 101, VOCATIONAL EDUCATION FOR THE HANDICAPPED AND VOCATIONAL EDUCATION FOR THE ACADEMICALLY DISADVANTAGED, but excluding all nonprofessional, confidential, management level, supervisory, and clerical and physical plant employees within the meaning of Act 195, for the purposes of collective bargaining with respect to wages, hours, terms, and conditions of employment, subject to the provisions of Act 195.

B. If the College should subsequently create new positions, and if the parties cannot agree whether the position should be included within the bargaining unit, the final decision shall rest with the P.L.R.B.

ARTICLE II - RIGHTS OF COLLEGE

A. The College, on its own behalf and on behalf of its sponsors, hereby retains and reserves unto itself, all rights, powers, authority, duties and responsibilities conferred and invested in it by the laws of the Commonwealth of Pennsylvania and/or its sponsors. The exercise of these rights, powers, authority, duties and responsibilities by the College, through its Board of Trustees, its President and his administrative staff, shall not be limited in any way except as specifically provided for in the terms and conditions set forth in this Collective Bargaining Agreement.

ARTICLE III - MAINTENANCE OF MEMBERSHIP

A. All faculty members who are members of the Association on the effective date of this Agreement, or who join the Association in the future, must remain members for the duration of this Collective Bargaining Agreement, except that faculty members may resign from the Association during a fifteen (15) day period immediately prior to the expiration of this Collective Bargaining Agreement.

B. The payment of membership dues and assessments during the period of Association membership pursuant to the terms and conditions of this Maintenance Membership provision shall be the only requisite employment condition.

C. The effective date for termination of employment of any faculty member who fails to comply with this Article shall be the end of the academic semester in which the faculty member's failure to comply with this Article occurs. For purposes of this provision only, the Fall Semester shall be deemed completed upon the last day final examinations are scheduled and the Spring Semester to have begun immediately thereafter.

D. No faculty member shall be terminated under this Article unless:

1. The Association first has notified the faculty member by letter, explaining that he is delinquent in not tendering either periodic and uniformly required Association dues, and specifying the current amount of such delinquency, and warning him that unless such dues or assessments are tendered within fourteen (14) calendar days of such notice, he will be reported to the College for termination as provided in this Article, and

2. The Association has furnished the College with a copy of the letter sent to the Faculty Member and notice that he has not complied with the Association's request. When requesting the College to terminate the faculty member, the Association shall further specify the following by written notice. Such notice shall be signed by both the Association President and Treasurer.

> "The Association certifies that
>
> ______________________________
> Name
>
> has failed to tender either the periodic and uniformly required Association dues and/or assessments required as a condition of continued employment under the Collective Bargaining Agreement and demands that, under the terms of the Article III - Maintenance of Membership, the College shall terminate this faculty member."

E. The College agrees that, within five days of the receipt of this notice provided in the last preceding paragraph, it shall notify the faculty member that his services shall be terminated at the end of the current academic semester.

ARTICLE IV - CHECK-OFF

A. If authorized by a faculty member, by unrevoked written assignment on file with the College, the College shall deduct from the faculty member's wages a sum equal to such faculty member's dues owed the Association. The dues deduction authorization card shall be in the form attached hereto.

B. A check-off shall commence for each faculty member who signs a properly executed authorization card within the fifteen (15) working days immediately following the first day of classes in any academic work year. Check-off authorization cards shall remain in effect for the duration of the Agreement unless withdrawn during the month of May.

C. Deduction of payments are to occur in approximately equal installments so that all such dues owed the Association would be paid by December 31 of each year.

ARTICLE IV - CHECK-OFF

D. The College and the Association agree that there shall be no discrimination, intimidation, restraint, coercion, harassment, or pressure by them or their officers, agents, or members against any faculty member who refuses or fails to execute an authorization card.

E. The Association shall indemnify and save the College harmless from any liability resulting from any and all claims, demands, suits or any other action arising from compliance with Article III and IV of this Agreement.

ARTICLE V - RIGHTS OF FACULTY IN ASSOCIATION

A. Pursuant to the provisions of the Public Employee Relations Act, the College recognizes that it shall be lawful for faculty members to join the Association and to engage in lawful concerted activities for the purpose of collective bargaining or other mutual aid and protection, except as expressly limited by the terms and conditions of this Agreement and the provisions of the Public Employee Relations Act, provided all faculty members shall also have the right to refrain from any or all such activities.

B. The College and the Association agrees that there shall be no discrimination, coercion, or pressure, direct or indirect, against any faculty member who joins or who refuses to join the Association.

ARTICLE VI - CONFERENCE

A. The President of the College or his designated representative shall be available to meet with designated representatives of the Association at mutually convenient times on reasonable notice. The purpose of such meetings shall be to discuss matters related to the implementation and administration of this Agreement.

ARTICLE VII - USE OF COLLEGE FACILITIES

A. The College shall provide an office for the Association. Such office shall be private and contain the usual office equipment. The Association may have its own outside telephone line. The Association shall also be provided with an "inside" telephone extension. The outside telephone will be maintained, installed, and used at the expense of the Association.

B. Duly authorized representatives of the Association shall be permitted to transact Official Association business on College property, including regular and special meetings at reasonable times and within the limitations of due consideration for normal College operations. Requests for use of rooms shall be made in accordance with normal College procedures and made available to the Association in accordance with normal College policy.

ARTICLE VII - USE OF COLLEGE FACILITIES

C. The Association shall have the right to post its official communiques and use the College interoffice mail service and mailboxes for distribution of its official communiques. The Association shall have access to College equipment, i.e., typewriters, duplicating equipment, calculators, and A-V equipment, provided such equipment is not otherwise in use and such use is restricted to the College campus. The Association agrees to reimburse the College for cost of expendable materials used.

ARTICLE VIII - FACULTY ASSIGNMENTS

A. Teaching and Non-Teaching Service Faculty

1. Faculty responsibilities to the College and the Division shall include attendance and participation at necessary and scheduled College and Divisional meetings, registration, student advisory commitments, and the spring commencement exercises. All faculty will be expected to meet these responsibilities during the intersession as well as the period prior to the start of classes in each regular semester, and between final examinations and the end of each regular semester. Actual work schedules during these special periods will be determined by the immediate supervisor.

2. The Academic Work Year for faculty shall not exceed a period of time extending from and including five (5) working days prior to the first day of classes in the fall semester to and including the day of spring commencement consisting of 165 report days and no more than 290 calendar days. However, the College may extend the Academic Work Year beyond 290 calendar days in the event of extraordinary circumstances beyond the control of the College, including, but not limited to Acts of God, disasters, and strikes.

3. The Academic Work Year for all new faculty will begin seven (7) working days prior to the first day of classes in the fall semester.

4. During the week immediately following the final examination period for the spring semester faculty shall not be required to report more than two (2) working days in addition to the day of the spring commencement.

5. Course assignments and schedules for teaching faculty will follow the procedures outlined by the College. In addition, each individual faculty member's teaching assignment and schedule will be subject to the approval of the immediate supervisor.

6. Each teaching faculty member shall be required to post five (5) office hours per academic week.

ARTICLE VIII - FACULTY ASSIGNMENTS

7. The teaching faculty member's teaching load shall be determined by the immediate supervisor. Fifteen (15) semester hours shall constitute a full academic semester teaching load with thirty (30) semester hours constituting a full academic year teaching load. However, effective academic year 1986-87, with the written consent of a faculty member and the College, a full academic semester teaching load may be increased to up to twenty-one (21) semester hours or reduced to not less than nine (9) semester hours. In addition three (3) laboratory hours shall be equivalent to two (2) semester hours. The College shall have the right to assign additional academic duties to those faculty members with less than a 30-hour full academic year teaching load.

8. When a teaching faculty member's semester hour load exceeds fifteen (15) semester hours in any semester, such faculty shall become eligible to receive overload pay, unless otherwise agreed to as provided in Paragraph 7 above.

9. Workday - teaching faculty are normally required to be available for assignment each academic day during the work year between the hours of 8:00 A.M. to 7:00 P.M.; this does not mean they must be on campus between the aforementioned hours.

10. All teaching faculty may be required to teach two (2) courses starting after 7:00 P.M. as part of their regular semester teaching assignment. A teaching faculty member may, with his written consent, agree to teach more than two (2) courses starting after 7:00 P.M. or one or more courses on Saturday. An attempt will be made, subject to the instructional needs of the College, to provide a compact academic workday teaching schedule, not usually extending beyond eight (8) hours (exclusive of overloads) in any one academic workday.

11. The workweek for non-teaching service faculty shall be no more than a thirty-five (35) working hours per week, seven (7) hour workday. The actual daily work schedules will be subject to the needs of the College, and work assignments at the discretion of the immediate supervisor. Evening assignments may be a part of the normal workday.

ARTICLE IX - PERSONNEL FILES

A. The College shall maintain, in accordance with present practice, an official personnel file for each faculty member and it shall be available for review at reasonable times to the faculty member or the Association representative(s) with the faculty member's written approval. Faculty members shall receive a copy of all College originated documents before they are placed in his file.

B. A faculty member shall have the right to make such additions or responses to the material contained in his official personnel file as he shall deem necessary, but he shall have no right to remove material from the file.

ARTICLE IX - PERSONNEL FILES

C. There shall be a separate pre-employment file which shall be confidential, and shall contain letters of reference, recommendations and other material secured in the hiring process. Information in this file is strictly confidential and the College shall not release said information except as provided for in Section D of this Article.

D. If any official personnel file or any of its contents is duly subpoenaed in accordance with law, the faculty member shall be notified at the earliest possible time.

ARTICLE X - ACADEMIC FREEDOM AND RESPONSIBILITY

A. The faculty member is entitled to full freedom within the law in research and in the publication of the results, subject to the adequate performance of his other academic duties; but research or employment for pecuniary return should be based upon an understanding with the authorities of the College.

B. The faculty member is entitled to freedom in the classroom/work area in discussing his subject, but he should be careful to present objectively the various scholarly views related to his subject and avoid presenting material which is unrelated to his subject.

C. The concept of freedom should be accompanied by an equally demanding concept of responsibility. The faculty member is a citizen, a member of a learned profession. When he speaks or writes as a citizen, he should be free from College censorship or discipline inconsistent with his professional employment status, but his special position in the community imposes special obligations. As a man of learning, he should remember that the public may judge his profession and the College by his utterances. Hence, he should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that he is not a College spokesman.

D. A faculty member may hold in confidence information received from a student in the course of the faculty member's professional duties except to the extent that disclosure of such information may be required by law or his employment as a member of a learned profession.

ARTICLE XI - MEET & DISCUSS

A. The College and the Association agree to abide by the Meet & Discuss provision of Article VII, Section 702, of Act 195.

ARTICLE XII - GRIEVANCE/ARBITRATION PROCEDURE

A. Any complaint alleging a specific violation, misinterpretation, or improper application of the terms and conditions of this agreement may be processed as a grievance under the terms, conditions and provisions set forth herein. The alleged arbitrary or discriminatory enforcement of the College's rules and regulations related to wages, hours, terms, and conditions of employment may be processed as a grievance but shall not be arbitrable under Section E of the Article XII.

B. A grievance may be filed by a faculty member, a group of faculty members, or the Association, and hereinafter called the grievant. Whenever a faculty member or group of faculty members file a grievance, the grievant or grievants should consult a member of the Association Grievance Committee for counseling before a grievance is submitted at the First Step. The Association shall be afforded an opportunity to be present at the adjustment of any grievance.

C. FIRST STEP: The grievant, within ten (10) working days of the occurrence giving rise to the alleged grievance or within ten (10) working days of the date on which the grievant learned or should have learned of such occurrence, shall submit, in triplicate, a written grievance on a form provided by the College, one (1) copy to the immediate supervisor, one (1) copy to the Office of the President and one (1) copy to the Association. The immediate supervisor shall, within five (5) working days of his receipt of the written grievance, deliver a written answer to the grievant. A copy of this answer will also be delivered to the Association and the Office of the President.

D. SECOND STEP: If the action taken at the First Step fails to resolve the grievance, the grievant may, within five (5) working days after receipt of the written answer, deliver a written appeal to the Office of the President. The President or a party designated by him to hear and decide the matter shall, within fifteen (15) working days following the receipt of such written appeal, and after a hearing duly convened after having given a minimum of three (3) working days notice, deliver an answer to the grievant. A copy of this answer will be delivered to the Association.

E. THIRD STEP: If the action taken at the Second Step fails to resolve the grievance, the grievant may, within twenty (20) working days of the receipt of the written answer of the Second Step, submit the matter to binding arbitration by delivering written notice of such intent to the Office of the President and the President of the Association.

F. Within fifteen (15) working days after such delivery of written notice of submission to arbitration, both parties will meet to select a mutually acceptable arbitrator. If the parties are unable to agree upon an arbitrator, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will be bound by the rules and procedures of the American Arbitration Association.

G. The selected arbitrator will hear the matter promptly and will issue his decision not later than 30 calendar days from the date of the close of the hearing. If oral hearings are waived, then 30 calendar days from the date the final statements and proofs are submitted to him. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning, and conclusion on the issues.

H. The arbitrator shall have no power or authority to add to, subtract from, or modify in any way the terms and provisions of this Agreement or to make any decision which would require the Commission of an act prohibited by law or which is violative of the terms of this Agreement.

I. The arbitrator shall consider only the precise issue submitted for arbitration, and shall have no authority to determine any other issue or question not so submitted, nor shall observations or declarations of opinion not essential to the reaching of the determination be submitted.

J. The decision of the arbitrator shall be final and binding on both parties.

K. The costs of arbitration shall be shared equally by both parties, but each party shall bear its own costs of presenting its case to the arbitrator. In the event the Association is not the grievant or does not represent the grievant, the costs of arbitration shall be shared equally by the College and the grievant, but each party shall bear its own costs of presenting its case to the arbitrator.

L. Failure of the grievant to appeal within the specified time limits shall mean the grievance has been abandoned by the grievant, and the grievance shall be deemed resolved in accordance with the last College answer, provided such answer is not in violation of the laws of the Commonwealth of Pennsylvania.

M. Failure of the College to answer a grievance within the specified time limits shall mean the grievance has been resolved by the remedy requested by the grievant, provided such remedy is not in violation of the laws of the Commonwealth of Pennsylvania.

N. Nothing contained herein shall be construed in limiting the right of a faculty member to resolve an alleged grievance informally with his immediate supervisor.

O. The Association may initiate a grievance at the Second Step of this Grievance/Arbitration Procedure.

P. The grievant may be accompanied by a representative of the Association at any Step of the Grievance/Arbitration Procedure.

ARTICLE XII - GRIEVANCE/ARBITRATION PROCEDURE

Q. All records dealing with a grievance shall be filed separately from the Personnel Files of the participants.

R. No reprisals shall be taken against any faculty member for participating in any grievance.

S. Time limits set forth in this Article may be extended by written agreement executed by authorized representatives of the College and the Association.

T. Grievants are encouraged jointly by the Association and the College to try to resolve issues where possible through the Meet & Discuss process.

ARTICLE XIII - TERMINATION

A. A faculty member having completed a probationary period of three (3) full academic work years of employment if on ten (10) month appointment, and three (3) full fiscal work years of employment if on twelve (12) month appointment, following the initial academic or fiscal year of employment, as a full-time regular faculty member shall not be terminated from regular employment with the College except for just cause. Just cause shall include:

  1. Incompetent service (including neglect of or unsatisfactory performance of his academic responsibilities) or

  2. Physical or mental incapacity which substantially affects the faculty member's performance of his academic duties or

  3. Conviction of a felony involving moral turpitude or

  4. Instrumental in causing a strike in violation of this Agreement or

  5. The abolition of a faculty member's position (pursuant to procedures set forth in Appendix A).

B. Termination of a faculty member having completed the aforementioned probationary period by non-renewal of appointment or by dismissal shall be subject to the grievance/arbitration procedure as set forth in Article XII of this Agreement. In no case however, shall the termination of a faculty member during his probationary period as stated herein be subject to the provisions of this Article.

C. Non-probationary faculty terminated for unsatisfactory performance shall be notified of such action on or before February 1.

ARTICLE XIV - LEAVES

A. Sick Leave

1. During the initial academic or fiscal year of appointment, full-time faculty shall earn sick leave at the rate of one (1) day per month of employment. After the initial academic or fiscal year of appointment, such faculty shall earn sick leave in accordance with the following:

    a. Full-time faculty on twelve (12) month appointment shall earn twelve (12) days on the first day of the fiscal work year.

    b. Full-time faculty on ten (10) month appointment shall earn ten (10) days on the first day of the academic work year.

2. Sick leave shall be cumulative up to a maximum of 170 days.

3. The unit of computation for use of sick leave shall not be less than one half (½) day.

4. Charges against earned sick leave shall be made only when the absence for illness occurs on a scheduled workday.

5. Sick leave cannot be earned by a faculty member for periods when the faculty member is on leave without pay.

6. Sick leave shall not be used when the faculty member becomes eligible for benefits under the College's Long Term Disability Insurance Program.

B. Sick Leave at Half-Pay - Long Term Disability Insurance

1. Sick leave at one-half (½) pay will be made available only after the faculty member is able to demonstrate that he will (or would) qualify for benefits under the College's Long Term Disability Insurance Program.

2. Those grant faculty positions covered by this contract are not eligible for sick leave at one-half (½) pay.

3. Upon exhaustion of earned sick leave and receipt by the College of reasonable medical assurances from a licensed physician that the faculty member's absence for medical reasons will be of sufficient duration to qualify the faculty member for Long Term Disability Insurance benefits, the College shall provide additional sick leave at one-half (½) pay for a period of time not to exceed the number of remaining workdays necessary to complete the waiting period in effect before said faculty member becomes eligible to receive benefits (or would have become eligible to receive such benefits if he had elected to participate) under the College's Long Term Disability Insurance Program. In no case, however, shall the total number of additional sick days at one-half (½) pay exceed 50 days.

B. Sick Leave at Half-Pay - Long Term Disability Insurance

4. All faculty during their initial year of full-time employment with the College shall not be eligible to receive the above-mentioned additional sick leave at one-half (½) pay. Such faculty will, however, upon request, be eligible to receive a maximum of ten (10) such days at one-half (½) pay upon receipt by the College of reasonable medical assurances from a licensed physician that the faculty member's absence for medical reasons would be of sufficient duration to qualify the faculty member for benefits under the Long Term Disability Insurance program.

5. The College may fill the position vacated by a faculty member who becomes eligible to receive benefits under the College's Long Term Disability Insurance program at the end of the academic year in which said faculty member became eligible to receive such benefits, unless the College receives reasonable medical assurance from a licensed physician that he will be able to return at the beginning of the next academic year.

C. Return from Extended Sick Leave - A faculty member returning from extended sick leave must present a doctor's certificate indicating his ability to return to all or part of his normal workload, and is required to have a review by a College appointed physician. The College, subject to the staffing needs of the Division/Department, reserves the right to require that such return shall coincide with the beginning of an academic semester.

D. Bereavement Leave

1. All faculty shall be allowed absence of up to four (4) consecutive calendar days in the event of death in the immediate family. The faculty member shall return to work the next regular working day following the expiration of the four (4) consecutive calendar days or the day following the burial of the deceased, and shall not forfeit any salary for any regular academic workdays missed.

2. The term "immediate family" shall be understood to include the following: spouse, mother, father, sister, brother, son, or daughter and the spouse's parents. Similar absence will be granted in case of death of a near relative provided the relative resided in the same household as the faculty member immediately preceding death. All faculty members will be allowed up to one (1) day with no loss of pay to attend the funeral of a near relative.

E. Military Leave - Any faculty member who is required to render ordered military duty shall be granted a leave of absence without pay for the period of time required to fill his active military service obligation.

F. Military Reserve Leave - Any faculty member who takes the usual two weeks military reserve duty leave during the academic work year, shall be granted a leave with pay and shall receive from the College pay equivalent to the difference between military pay and his normal salary for the same period (where military pay is less).

G. Jury/Court Leaves - On proof of the necessity of jury duty or attending court pursuant to subpoena or other order of the court, any faculty member shall be granted a leave of absence with pay. If the faculty member receives witness fees or any other compensation, his College pay shall be reduced accordingly.

H. Child-Rearing Leave

1. A child-rearing leave of absence without pay shall be granted to a faculty member who becomes the parent of a newly-born child or a legally adopted child, up to the age of six (6) years.

2. The request to the College President for such leave must be in writing and shall contain the approximate length of time desired; however, in no case shall the period of time requested exceed two (2) consecutive academic semesters.

3. A faculty member on approved child-rearing leave shall provide written notice to the College President, at least two (2) months prior to the termination of the leave, of his/her intent to return to full-time employment with the college at the end of the leave period. The college shall reserve the right to require that such return coincide with the beginning of a regular academic semester.

4. Failure to return to full-time employment with the college at the expiration of the approved leave period or failure to notify the President of intent to return at least two (2) months prior to the end of the leave shall constitute voluntary termination of employment.

5. Upon return from child-rearing leave, the faculty member shall have all seniority rights and accrued sick leave reinstated in accordance with ARTICLE XXIII - Seniority, Section C.1.

6. Faculty granted such leave may continue the insurance benefits provided by the college at no cost to the college. Continuation of such insurance benefits is subject to limitations imposed and established by the carrier as compulsory. Payment to the college for the purchase of said benefits on behalf of the faculty member shall be made quarterly with the first payment due the college on the effective date of the leave.

ARTICLE XIV - LEAVES

I. Special Leave

1. Special leaves for full-time faculty members may be granted without pay at the sole discretion of the President.

2. Requests for such leave must be made in writing and should be submitted to the President at least two (2) months prior to the date such leave might take effect.

3. Written authorization by the President shall include all terms and conditions pertaining to their return to employment with the College. Denial of the request for a special leave without pay shall include the reason(s) for the denial.

4. A copy of this authorization shall be forwarded to the Association President.

5. Full-time faculty members granted such leaves may continue the insurance benefits provided by the College at no cost to the College. Continuation of such insurance benefits is subject to limitations imposed and established by the Carrier as compulsory. Payment to the College for the purchase of said benefits in behalf of the faculty member shall be made quarterly, with the first payment due the College on the effective date of the leave.

J. Association Leave

1. The Association President or the officially designated Association delegate shall upon proper request be granted Association leave to attend special meetings and/or conventions of the state or national affiliates of the local Association.

2. Such leave shall be limited to no more than three (3) days per academic year. The request for such leave shall be forwarded to the office of the President.

K. Sabbatical Leave

1. Sabbatical leaves may be granted for: planned travel, study, formal education, research, writing, or other experience of professional value to the faculty member. The objective of sabbatical leave is to improve the quality of the faculty member's service to the College and/or Division.

2. Those grant faculty positions covered by this contract are not eligible for sabbatical leave.

3. A faculty member shall become eligible for sabbatical leave upon completion of six (6) years of full-time employment at the College. Upon receipt of such leave, the faculty member shall not be eligible for another sabbatical leave under the provisions of this Article until he has completed an additional six (6) years of full-time employment after returning from his sabbatical leave.

4. Sabbatical leave for faculty may be granted for period of one (1) academic year at one-half (½) his/her annual contract salary or one (1) semester at one-half (½) his/her annual contract salary.

5. The sabbatical leave salary shall be based upon the faculty member's contract salary for the academic year.

6. Benefits such as retirement, insurance and the like shall continue in effect during the period of such leave.

7. Applications for leave are to be made in writing by March 1 of the preceding academic year, and include in specific detail for consideration by the President:

    a. the projected program of professional development to be undertaken if leave is granted;

    b. the reasons why the faculty member feels a sabbatical leave is necessary to complete the projected program;

    c. an affirmation in good faith of intention to return to the College's employ for at least two (2) years following such leave.

8. The President shall notify the successful applicant on or before April 30 of his intent to recommend that the Board of Trustees grant his/her request for a sabbatical leave.

9. The College shall require as a condition of, precedent to the granting of a sabbatical leave, the execution of instruments to secure the repayment of salary (plus cost of benefits) received when on sabbatical leave in the event of the failure of the faculty member to return and complete the abovementioned service with the College.

10. Sabbatical leave shall not prejudice the faculty member's rights that he would have enjoyed had the leave not been granted.

11. The total number of sabbatical leaves which shall be granted each academic year shall be equal to one percent (1%) of the total full-time faculty, but in no case less than 1.

L. Personal Business Leave

1. Personal business leave is provided for personal business of a non-profit nature or for personal emergencies requiring immediate attention.

2. Each faculty member shall be entitled to two (2) days personal leave with pay per year. Requests for such leave must be submitted to the immediate supervisor two (2) working days prior to the date of the leave on a form provided by the College. In the case of a personal emergency such request must be submitted promptly upon the faculty member's return to work.

3. In the event a faculty member requests the use of a personal day when he is scheduled to teach a three hour, once a week lecture class, said faculty member must, as a condition of approval make arrangements for coverage of his/her class at no cost to the College.

4. Such leave shall not be used immediately before or after a College holiday and/or vacation period nor shall such leave be granted to more than ten percent (10%) of the faculty members for the same day.

5. Such leave shall not be cumulative.

M. Disability Leave

The following terms and conditions shall apply only to non-probationary faculty members placed on disability leave by the College:

1. a. A faculty member who becomes eligible to receive benefits under the College's Long Term Disability Insurance Program shall be granted a disability leave of absence without pay for one (1) year beginning on the first day of the academic year immediately following his/her eligibility to receive disability benefits. If the disability continues, the leave shall be extended in one (1) year increments.

    b. Disability leave will be extended up to a maximum of three (3) years.

    c. The faculty member on disability leave without pay shall notify the College, by registered mail, of his/her intent to either return to work or of his/her intent to extend the leave for another year, no later than June 1 of each calendar year. Failure of the faculty member to notify the College by June 1, as stipulated herein, shall constitute voluntary termination of employment with the College and all reemployment rights will be terminated, unless said faculty member had a valid medical reason for failing to so notify the College.

ARTICLE XIV - LEAVES

2. A faculty member granted such leave may continue the insurance benefits provided by the College at no cost to the College. Continuation of such benefits is subject to the terms established by the insurance carrier. Payment to the College for the purchase of said benefits in behalf of the faculty member shall be made quarterly, with the first payment due the College on the effective date of the disability leave.

3. a. To return to full-time employment with the College in the position held prior to being placed on disability leave, the faculty member must provide the College with a certification from his/her attending licensed physician attesting to his/her ability to return to his/her normal work load. Such certification must be submitted on or before June 1 of the fiscal year immediately preceding the year he/she intends to return.

   b. The faculty member must, on or before June 30 of the same fiscal year mentioned herein, submit to a complete examination by a licensed physician designated by the College. Said examination shall be arranged for and paid by the College. If the opinion of the College designated physician is that the faculty member is not able to assume his/her normal work load, a physician appointed by the Long Term Disability Insurance carrier will review the faculty member's condition and his opinion concerning the faculty member's ability to return to his/her normal work load shall be final and binding.

4. Upon the faculty member's return to full-time employment with the College in the position held prior to being placed on disability leave, he/she shall receive the same salary and academic rank as he/she would have received for the academic year in which he/she was placed on disability leave unless the minimum salary for that academic rank exceeds the above mentioned salary in which case the minimum salary will be paid.

ARTICLE XV - BENEFITS

A. Insurance Benefits

1. The following insurance benefits shall be provided for all faculty members and shall continue in the same manner and at the same level as provided by the College during the 1984-85 fiscal year.

2. All insurance coverage in this Article shall be provided in accordance with the terms of the various contracts issued by the insurance carriers from which the insurance is purchased to cover such benefits. A list of agents and carriers shall be provided to the Association. The Association may review insurance policies covering the insurance benefits set forth herein.

3. Unless otherwise noted, the premium costs of the insurance benefits set forth herein shall be borne by the College.

B. Health Insurance

Blue Cross, Blue Shield, and a Major Medical plan covering the faculty member, spouse, and dependents to age 25 if a full-time student. The Major Medical plan shall have a maximum of $250,000.00.

C. Life and Accidental Death and Dismemberment Insurance

A term life and accidental Death and Dismemberment Insurance policy equal to one and one half (1½) times (within $500) the faculty member's base annual salary (exclusive of overloads and summer session pay).

D. Workman's Compensation Insurance

Each faculty member shall be covered by Workman's Compensation Insurance.

E. Travel Insurance

An accidental death policy in the amount of $100,000 to age 70; after age 70, the policy is limited to $25,000 for each faculty member (while traveling on College approved business).

F. Long Term Disability Insurance

1. The College shall establish a group long-term disability insurance program providing total monthly disability income equal to sixty percent (60%) of the covered monthly salary. However, the total disability income shall not exceed $2,500 per month. In arriving at this total monthly disability income, full credit shall be taken for income received from Social Security, Workman's Compensation and any disability income payable under any retirement or insurance plan for which contributions or payroll deductions are made by the College. In addition such insurance shall provide contributions for annuity contracts. Such contributions shall not exceed ten percent (10%) of the covered monthly salary at the time of disability.

2. Such benefits shall commence following a period of three (3) consecutive months of total disability, and continue during such disability until the faculty member reaches age 65.

3. Covered monthly salary used to determine benefits is one-twelfth (1/12) of the faculty member's basic annual salary (exclusive of overloads, summer school, and other forms of additional compensation).

G. Dental Insurance

The college shall continue to contribute up to $25.00 per month toward group dental insurance coverage for the individual faculty member and his/her family for the duration of this agreement. However, if the insurance carrier is Blue Shield, the college shall pay the full monthly premium cost for the individual faculty member and his/her family for the duration of this agreement.

H. Prescription Drug Insurance

The College shall provide a Blue Cross/Blue Shield Two Dollar ($2.00) co-pay prescription drug insurance plan covering the faculty member and his/her family for the duration of this Agreement.

I. Vision Care

The College shall pay up to $35.00 toward the cost of an eye exam or corrective lenses for the faculty member and/or his/her family up to a maximum of $70.00 per year (September 1 through August 31).

J. Tuition Waiver - Tuition waiver for faculty members, their spouses, and legal dependents for courses offered by Lehigh County Community College will be provided in accordance with the following:

1. The course is eligible for FTE credit under state regulations and the faculty members, their spouses or dependents are eligible for enrollment in the course.
2. Full-time faculty shall be permitted to take no more than one (1) degree credit course per semester.
3. Spouses and legal dependent(s) shall be permitted to take degree credit courses offered by the College on a full- or part-time basis, tuition free subject to payment of all fees and other ordinary charges.
4. Full-time faculty shall be permitted to take no more than one noncredit Community Service course per semester on a space-available, sufficient-paid enrollment basis.
5. Spouses and legal dependent(s) shall be permitted to take noncredit Community Service courses, tuition free, subject to payment of all fees and other ordinary charges, on a space-available, sufficient-paid enrollment basis.
6. Retired faculty or their spouses shall be permitted to take credit or noncredit Community Service courses, tuition free, subject to payment of all fees and other ordinary charges, on a space-available, sufficient-paid enrollment basis.
7. Faculty on approved leave without pay shall be eligible for tuition waiver as set forth herein.

ARTICLE XV - BENEFITS

K. Forgivable Loan Fund

1. The purpose of this fund shall be to provide financial assistance to full-time regular faculty members who pursue part-time graduate work.

2. Such assistance shall be in the form of a loan, granted upon submission of evidence of the successful completion of each course, and shall be forgiven at the rate of one-sixth (1/6) the amount of his indebtedness for each semester he remains in the College's employ as a regular full-time faculty member. Such forgiveness shall begin with the next full academic semester of employment immediately following the successful completion of each course.

3. The College shall make available to this loan fund a total of $5,000.00 for each year of this agreement.

L. Retirement

1. The College shall make contributions to the retirement system selected by the faculty member (either TIAA/CREF, PSERS, or the State Employee Retirement System) in accordance with the existing College policy and/or regulations of the retirement system so selected.

2. The normal retirement age shall be sixty-five (65) and retirement shall become mandatory at age seventy (70).

ARTICLE XVI - SALARY

A. 1985-86 Fiscal Year

1. Salary Increases - 1985-86 - A two and one-half (2.5%) percent salary increase shall be paid to each full-time faculty member employed during the 1984-85 fiscal year who returns to full-time employment for the 1985-86 academic and/or fiscal year.

2. Faculty salary ranges: The below stated (minimum/maximum) salary ranges are for full-time faculty on ten (10) month appointment.

Faculty Rank	Associate Instructor	Instructor	Assistant Professor	Associate Professor	Professor
Min. Sal.	$14,863	$16,913	$18,963	$21,013	$23,063
Max. Sal.	25,343	29,028	31,975	34,922	37,869

3. In the event the above mentioned salary increase would cause the faculty member's 1985-86 annual contract salary to exceed the above stated maximum for his academic rank, the salary increase shall be equal to the difference between his 1984-85 annual contract salary and the above stated maximum for his/her academic rank.

B. 1986-87 Fiscal Year

1. Salary Increases - 1986-87 - A 6.85 percent salary increase shall be paid to each full-time faculty member employed during the 1985-86 fiscal year who returns to full-time employment for the 1986-87 academic and/or fiscal year.

2. Faculty salary ranges: The below stated (minimum/maximum) salary ranges are for full-time faculty on ten (10) month appointment.

Faculty Rank	Associate Instructor	Instructor	Assistant Professor	Associate Professor	Professor
Min. Sal.	$15,881	$18,072	$20,262	$22,452	$24,643
Max. Sal.	27,079	31,016	34,165	37,314	40,463

3. In the event the above mentioned salary increase would cause the faculty member's 1986-87 annual contract salary to exceed the above stated maximum for his academic rank, the salary increase shall be equal to the difference between his 1985-86 annual contract salary and the above stated maximum for his/her academic rank.

C. 1987-88 Fiscal Year

1. Salary Increases - 1987-88 - A $2,000 salary increase shall be paid to each full-time faculty member employed during the 1986-87 fiscal year who returns to full-time employment for the 1987-88 academic and/or fiscal year.

2. Faculty salary ranges: The below stated (minimum/maximum) salary ranges are for full-time faculty on ten (10) month appointment.

Faculty Rank	Associate Instructor	Instructor	Assistant Professor	Associate Professor	Professor
Min. Sal.	$17,881	$20,072	$22,262	$24,452	$26,643
Max. Sal.	29,079	33,016	36,165	39,314	42,463

3. In the event the above mentioned salary increase would cause the faculty member's 1987-88 annual contract salary to exceed the above stated maximum for his academic rank, the salary increase shall be equal to the difference between his 1986-87 annual contract salary and the above stated maximum for his/her academic rank.

D. Overload Salaries

1. 1985-86 Fiscal Year - All full-time faculty, regardless of academic rank, shall receive three hundred seventy-five dollars ($375) per semester hour.

2. 1986-87 Fiscal Year - All full-time faculty, regardless of academic rank, shall receive three hundred eighty-six dollars ($386) per semester hour.

3. 1987-88 Fiscal Year - All full-time faculty, regardless of academic rank, shall receive three hundred ninety-eight dollars ($398) per semester hour.

E. Summer School Salaries

1. All full-time faculty, regardless of academic rank, shall receive four hundred sixty dollars ($460) per semester hour as compensation for summer school assignments.

2. Effective September 1, 1985, all full-time faculty employed by the College for non-teaching duties shall receive, regardless of academic rank, eleven dollars ($11.00) per hour.

3. Effective September 1, 1986, all full-time faculty employed by the College for non-teaching duties shall receive, regardless of academic rank, twelve dollars ($12.00) per hour.

4. Effective September 1, 1987, all full-time faculty employed by the College for non-teaching duties shall receive, regardless of academic rank, thirteen dollars ($13.00) per hour.

ARTICLE XVII - APPOINTMENTS/PROBATION/SPECIAL TERM

A. 1. Faculty shall be appointed on a ten (10) month academic work year basis.

2. All full-time faculty shall serve a full three (3) year probation period immediately following the initial year of appointment.

B. Full-time faculty members who have completed their probationary period shall not be terminated except pursuant to the provisions of Article XIII of this Agreement.

C. The salary of full-time faculty on ten (10) month academic work year appointment shall be paid bi-weekly in either twenty (20) or twenty-six (26) approximately equal payments. Such faculty shall have the option of selecting either twenty (20) or twenty-six (26) payments.

D. The termination of a probationary faculty member by non-renewal of appointment or dismissal shall be in accordance with the following and such termination shall not be subject to the grievance/arbitration procedure.

  1. Written notice of non-renewal of appointment shall be given by May 1 of each academic year.

  2. Such written notice shall state the reason(s) for the non-renewal.

  3. Dismissal of a probationary faculty member shall be upon thirty (30) calendar days' written notice or pay in lieu thereof.

E. Special Term Appointments

The terms and conditions of this Collective Bargaining Agreement shall not apply to persons employed under special term appointments. Special term appointments are given professional personnel for a specific period of time not to exceed one (1) year. Such employees shall hold the rank of Lecturer.

  1. Included in this category are such professional employees as:

    a. Those persons past the mandatory retirement age.

    b. Those persons employed to temporarily fill positions vacated by the regular full-time faculty members on extended leave.

    c. Those persons employed as short term substitutes for full-time faculty members.

    d. Those persons employed on a part-time irregular basis.

  2. Persons employed under special term appointments shall be provided with a written personnel contract agreement setting forth the terms and conditions of such employment.

ARTICLE XVIII - ANNUAL SALARY NOTICE

A. Each full-time faculty member shall be entitled to an annual salary notice setting forth his academic rank, annual salary, and his employment status. (See Appendix D for copy).

B. The College shall issue such notice by May 1 of each academic year, and they shall be signed and returned by individual faculty members by May 15 of each academic year. Each faculty member shall be given a receipt to substantiate that he/she had complied with these procedures.

ARTICLE XVIII - ANNUAL SALARY NOTICE

C. Failure of a faculty member to return his signed annual salary notice by May 15 shall constitute voluntary termination.

ARTICLE XIX - PAYROLL DEDUCTIONS

A. If authorized by a faculty member, by unrevoked written assignment on file with the College, the College will execute deductions from the faculty member's wages for the following in accordance with procedures established by the College:

1. government bonds
2. United Fund
3. Credit Union (Allentown Teacher's Credit Union)
4. tax sheltered annuities and mutual funds
5. others as mutually agreed upon

ARTICLE XX - NO STRIKE, NO LOCKOUT

A. The Association agrees that there shall be no strike, picketing, sit-down, slowdown, willful absence from assigned work station, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment during the life of this Agreement. The College agrees that no lockout against any or all of the employees shall take place during the life of this Agreement.

B. Any faculty member who is instrumental in causing a strike during the life of this Agreement, whether or not officially authorized by the Association, shall be discharged with appeal or recourse only on the fact situation involved.

ARTICLE XXI - SEPARABILITY

A. In the event that any provision of this Agreement is or shall at any time be held to be contrary to law by a court of last resort of Pennsylvania or of the United States or by a court of competent jurisdiction from whose judgment or decree no appeal has been taken within the time provided for doing so, that provision shall be null and void, but all other provisions of the Agreement shall continue in effect.

B. Implementation of the provisions of this Agreement are subject to the College having a sponsor approved budget.

ARTICLE XXII - COMPLETE AGREEMENT

A. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity set forth in the Agreement which represents the complete agreement of the parties. Neither party shall be obligated to negotiate concerning wages, hours, or conditions of employment during the term of this Agreement, except to "meet and discuss" pursuant to the provisions of Article XI - Meet and Discuss.

ARTICLE XXIII - SENIORITY

A. Seniority shall be on a College-wide basis and mean the length of full-time service (employment) with the College from the most recent date of employment. In the event two (2) or more faculty members have the same date of initial employment, the date the appointment was approved by the Board of Trustees shall be used to resolve the conflict. Should this fail to resolve the conflict, the length of employment with the College as a part-time professional employee prior to their appointment date shall be used.

B. Grant faculty seniority will not be college-wide. Act 101 grant faculty will have seniority relative to Act 101 grant positions. Handicapped grant faculty will have seniority relative to handicapped grant positions. Disadvantaged grant faculty will have seniority relative to disadvantaged grant positions.

C. 1. Professional employees who hold non-bargaining unit positions within the College shall retain accrued seniority earned through full-time service (employment) with the College prior to July 1, 1971. Such professional employees shall not accrue seniority after July 1, 1971, unless they were employed full-time in a bargaining unit position.

2. A faculty member after the effective date of this Agreement, who accepts a position with the College outside the bargaining unit shall retain all seniority accumulated prior to his leaving the bargaining unit for a period of four (4) years.

D. 1. Faculty shall accrue seniority while on leave of absence without pay provided that:

a. Such unpaid leave is authorized by the College.

b. Such unpaid leave does not exceed one (1) fiscal year within a five (5) year period which shall commence on the first day of the unpaid leave of absence.

ARTICLE XXIII - SENIORITY

2. A non-probationary disabled faculty member on disability leave without pay shall accrue seniority in accordance with the following:

   a. Seniority shall continue to accrue during the initial fiscal year or part thereof of the disability leave without pay.

   b. Seniority shall continue to accrue only for the first year of the disability leave without pay.

E. The College shall provide the Association and Faculty with Divisional Seniority lists on or before November 1 of each year. Such lists shall include the date of initial employment or re-employment in the event the faculty member has resigned after initial employment and the date the Board of Trustees approved the faculty member's appointment. The faculty member's position on the seniority list shall be considered final unless their position has been changed from the previous list. The faculty member may only challenge the change in position by submitting such challenge in writing to the Association President and College within sixty (60) calendar days of the posting of the seniority list.

ARTICLE XXIV - MISCELLANEOUS

A. The College will prepare copies of this Agreement after its ratification and will present a copy with reasonable promptness to all faculty now employed or hereafter employed. The College will also supply to the Association ten (10) copies of this Agreement at no cost, plus more as needed at a reasonable cost.

B. The College shall make every effort not to schedule committee and/or divisional meetings during the first activities period of each month. Furthermore, the College, subject to departmental needs, will, upon request from non-teaching faculty members, grant such faculty member permission to attend all regular and special Association and Executive Committee meetings scheduled during the College's regular activity period. The maximum number of requests shall not exceed sixteen (16) in any one (1) academic year.

C. Faculty members may have pay checks mailed directly to their bank.

D. Notification of Vacancies

   1. When a professional or administrative vacancy occurs, the College shall post a notice of said vacancy. Such notice shall state which position(s) are open, the required qualifications, how applications are to be made, and the time limit for filing of same. A vacancy shall not be filled for at least fifteen (15) calendar days from the date of the initial posting. For purposes of this provision, staff reorganizations shall not necessarily constitute a vacancy.

2. Faculty members who wish to apply for the vacancy shall do so in writing and state their qualifications for the position and shall file their applications within the prescribed time limit.

E. The College agrees to notify the Association of proposed changes to Chapter III of the Policies and Procedures Manual at least twelve (12) calendar days prior to official action by the Board of Trustees.

F. The College agrees to offer non-assigned classes, such as teaching overloads and summer school, as outlined in Appendix C.

G. It shall be the responsibility of Faculty to recommend textbook selections, course offerings and times in accordance with a time schedule set by their supervisor.

H. When the masculine pronoun is used in this Agreement, the same shall be deemed to include the female pronoun.

I. The College shall forward the name(s) and address(es) of newly hired faculty to the Association within a reasonable time.

J. The College shall provide each faculty member with a faculty report day schedule prior to the beginning of their academic or fiscal work year.

K. The Faculty Association shall appoint one (1) member to each of the College's Standing Committees.

L. The Association shall have the right to make presentations to the Board of Trustees in accordance with the Board's policy set forth in the College's Policies and Procedures Manual.

M. The College shall provide the academic attire for faculty required to attend the Spring Commencement exercise.

N. The College agrees to include the following in Chapter III of the Policies and Procedures Manual:

1. Section 3.603 - Criteria for Promotion

   The number of times a candidate for promotion has been eligible for promotion but in fact not promoted.

2. Section 3.604 - Promotional Procedure

   sub paragraph 1, -
   In determining the number of promotions to be authorized for the following year, the President shall take into account the number of faculty eligible for such promotions.

ARTICLE XXIV - MISCELLANEOUS

O. Faculty representatives on College Standing Committees shall be elected by their respective divisions. In the event any Division(s) fails to elect a sufficient number of faculty representatives, the President may appoint other faculty interested in serving on the Standing Committee(s).

ARTICLE XXV - DURATION OF AGREEMENT

A. This agreement shall be in effect for the period starting the first academic workday of the 1985-86 Academic Year through and including the day immediately preceding the first academic workday of the 1988-89 Academic Year and shall continue automatically from year to year thereafter unless either party shall serve notice on the other of its desire to terminate, modify, or amend this Agreement. Such written notice shall be served no later than one hundred and seventy-two (172) calendar days prior to the College's budget submission date for the 1988-89 fiscal year so as to permit the parties to conform to the provisions of Article XIII, Public Employe Relations Act.

B. IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed and sealed the day and year first above written.

Lehigh County Community College

by Allen D. Ruter
Member, Negotiating Team

by
Member, Negotiating Team

Lehigh County Community College
Faculty Association, an affiliate of
PAHE/NFA-PSEA/NEA

by
Spokesman, Negotiating Team

by George E. Blyler
Member, Negotiating Team

by
Member, Negotiating Team

by
Member, Negotiating Team

Ratified by the Lehigh County Community College Faculty Association Membership on December 23, 1985.

President
Lehigh County Community College
Faculty Association

Ratified by the Lehigh County Community College Board of Trustees on January 2, 1986.

Robert W. Zimmerman
Secretary
Lehigh County Community College
Board of Trustees

Chairman
Lehigh County Community College
Board of Trustees

APPENDIX - A

Retrenchment

When financial considerations, program curtailment or revision, elimination of courses or other similar reasons may require the lay-off of a faculty member or his/her reduction from full-time to part-time employment status (hereinafter referred to as "Retrenchment") the following rules shall apply:

A. If and when retrenchment is necessary, the College shall, to the extent practical, make plans to permit the process of attrition to be utilized to effect the required reduction in faculty.

B. When, in the opinion of the College, retrenchment becomes necessary and cannot be accomplished by attrition, the College shall so notify the affected faculty member(s) and the Association and offer to Meet and Discuss within the meaning of Section 702 of the Public Employee Relations Act (Act 195), the necessity for such retrenchment and its implications.

C. If after such a meeting, retrenchment is still deemed necessary by the College, the faculty member(s) to be laid off and/or reduced to part time status will be determined in inverse order of their seniority.

D. Before retrenching a faculty member, the College shall make a reasonable effort to place him in another suitable position within the College for which he is qualified. If a faculty member has been scheduled for an approved sabbatical leave, he shall not be deprived of such leave because he is subject to being retrenched.

The College's efforts to find another position for a grant faculty member before retrenching them, will be limited to positions within the grant faculty member's specific grant.

E. Faculty member(s) to be retrenched shall be given written notice in accordance with the following and such retrenchment will become effective for the next academic year immediately following issuance of said notice.

1. Probationary faculty - March 1
2. Non-probationary faculty - January 15
3. Grant faculty to be retrenched shall be given written notice within thirty (30) days after the college receives an approved grant from the granting agency which alters or eliminates the grant program.

F. The College's decision to retrench and the resulting lay-off of faculty or reduction to part-time status shall not be subject to the grievance/arbitration procedure by either the Association or the faculty member(s) so affected.

G. A retrenched faculty member may, for a period not to exceed four (4) calendar months continue the insurance benefits provided by the College at no cost to the College. Continuation of such insurance benefits is subject to limitations imposed by the carrier. Payment in full to the College for the purchase of such insurance benefits shall be made on or before the date of retrenchment. For faculty on ten (10) month appointment, the effective date of retrenchment shall be the first day of the Academic year in which the retrenchment is to occur. For faculty on twelve (12) month appointment the effective date of retrenchment shall be the first day of the fiscal year in which the retrenchment is to occur.

H. A faculty member who is retrenched from the College shall be placed on a preferred rehiring list for a period of three years and shall retain all prior accrued rights up to the date placed on such list. Anything herein to the contrary notwithstanding, a faculty member on the preferred rehiring list shall not be entitled to any of the benefits provided by this Agreement while on such list except as specifically provided in Section (g) of this Article.

I. New faculty members will not be hired to fill a vacancy at the College for which a retrenched faculty member on the preferred rehiring list is qualified unless the vacancy first is offered, in writing by registered mail, to the last known address of such faculty on that list. (Recall of such retrenched faculty on the list shall be in reverse order of their placement thereon). In the event a faculty member rejects, in writing, an offered position in accordance with the foregoing, or in the event he does not respond in writing within a period of thirty (30) calendar days, he shall be passed over but he shall remain on the preferred rehiring list for the remainder of the above-mentioned three (3) year period. In the event a faculty member is recalled and accepts full-time employment with the College, he/she shall receive the same rank, salary and seniority which he would have had for the Academic Year in which he was retrenched unless the minimum salary for that academic rank exceeds the above mentioned salary in which case the minimum salary shall be paid.

J. A faculty member shall not be retrenched as the direct result of an Administrator's return to a position within the bargaining unit for the life of this agreement.

APPENDIX - B

Faculty Evaluation

A special faculty evaluation committee shall be established and composed of three (3) administrators appointed by the College and nine (9) faculty members appointed by the association.

It shall be the responsibility of this committee to develop an evaluation procedure applicable to both teaching and non-teaching faculty.

Purpose and Objectives of Evaluation

The College and the Association agree that the following shall constitute the purpose and objectives of evaluation:

1. To develop a sense of responsibility and to provide a response to the demand for accountability imposed by the various constituencies of the college community, the most important of which is the student body.

2. To provide a means of improving instruction and service through direct assistance to individual faculty members.

3. To evaluate fairly all faculty members in an atmosphere free of threat in order to determine if inadequacies exist.

4. To provide a fair and effective means of removing from the staff those faculty members whose performance has been judged as inadequate and who, after receiving help and assistance, either refuse or fail to improve such performance.

5. To provide positive reinforcement and encouragement for those faculty members whose job performance has been judged as admirable.

APPENDIX - C

Non-Assigned Classes

1. The term "non-assigned" class refers to any classes including laboratory sections to which an instructor must be assigned for any reason including but no limited to (1) cases where the formerly designated instructor is absent because of a sabbatical, sick or disability leave, child-rearing leave, military leave, special leave, termination, death or resignation, or (2) for reasons unrelated to the absence of a formerly designated instructor such as the addition of another section of the same class. Non-assigned classes may total more or less than a full teaching load in any particular division.

2. The College Administration will determine whether non-assigned classes will be filled on a full-time basis or divided in accordance with Paragraph 4 below or cancelled. The College will Meet and Discuss with representatives of the Association concerning this decision if one or more qualified retrenched faculty members on the preferred hiring list under Appendix A are available to fill such non-assigned classes on a full-time basis.

3. If the non-assigned classes are to be filled on a full-time basis, the same will be filled in the following order:

    a. Qualified retrenched faculty members in the same division.

    b. Qualified retrenched faculty members from another division.

    c. Qualified new full-time faculty members including but not limited to those appointed on a Special Term Basis.

4. If the non-assigned classes are to be divided, the same will be distributed in the following order:

   a. To qualified full-time faculty members to fill out a teaching load.

   b. To qualified full-time faculty members within the same division on an overload basis in accordance with the round-robin procedure established for each division.

   c. To qualified full-time faculty members from other divisions on an overload basis in accordance with the round-robin procedure established for each division.

   d. To qualified retrenched faculty members within the same division in accordance with the provisions of Appendix A.

   e. To qualified retrenched faculty members from other divisions in accordance with the provisions of Appendix A.

5. Faculty members offered classes must notify the appropriate Dean of their decisions as to the courses they will teach, including whether they will accept or reject non-assigned classes, at least two (2) weeks prior to the commencement of classes for the semester. In the event that an offer to teach a non-assigned class is made less than two (2) weeks prior to the commencement of classes, the appropriate Dean may require an immediate response from the faculty member if necessary to cover the open class. Decisions relative to teaching non-assigned classes during Summer Sessions must be communicated to the appropriate Dean at least three (3) working days prior to the commencement of the Summer Session.

6. In the event that a retrenched faculty member is offered and accepts non-assigned classes for a minimum of one (1) full semester on a full-time basis, he or she shall continue to accrue seniority even though he or she may be under the terms of a Special-Term Contract. In such event the period of the preferred rehiring list referred to in Appendix A(H) of the Collective Bargaining Agreement shall be extended for the period in which the retrenched faculty member teaches non-assigned classes on a full-time basis for a minimum of one (1) semester. For the purpose of this section, a semester shall consist of teaching eighty percent (80%) or more of the scheduled class meetings for those classes.

APPENDIX - D

Annual Salary Notice

LEHIGH COUNTY COMMUNITY COLLEGE
2370 Main Street
Schnecksville, Pennsylvania 18078

ANNUAL SALARY NOTICE

___Initial year
___2nd year probation
___3rd year probation
___4th year probation
___nonprobationary

Employment Status

Mon.	Day	Year
	Date	

Name ____

______________________________, ______________________________
Academic Rank Subject Area

Annual Salary $________________

Appointment Year:______________________________

______________________________, ______________________
Employee's Signature Date

Faculty Member's copy ________

Received __________ by ________
Date

(Annual Salary Notices are issued in triplicate. After signing, bring all three (3) copies to the Personnel Office. One copy will be initialed and handed back to you as your receipt.)

PERM29-b

1985-1990

AGREEMENT

BETWEEN

LUZERNE COUNTY COMMUNITY COLLEGE

AND

LUZERNE COUNTY COMMUNITY COLLEGE ASSOCIATION OF HIGHER EDUCATION

FOUNDED 1966

SEPTEMBER 1, 1985

JC 870519

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LUZERNE COUNTY COMMUNITY COLLEGE

NON-DISCRIMINATION POLICY

LUZERNE COUNTY COMMUNITY COLLEGE IS COMMITTED TO A POLICY OF EQUAL OPPORTUNITY FOR ALL IN EVERY ASPECT OF ITS OPERATIONS. THE COLLEGE HAS PLEDGED NOT TO DISCRIMINATE ON THE BASIS OF RACE, COLOR, SEX, AGE, RELIGION, NATIONAL ORIGIN OR PHYSICAL HANDICAP. THIS POLICY EXTENDS TO ALL EDUCATIONAL PROGRAMS AND ACTIVITIES.

LUZERNE COUNTY COMMUNITY COLLEGE DOES NOT DISCRIMINATE ON THE GROUNDS OF RACE, COLOR, NATIONAL ORIGIN, SEX OR HANDICAP IN THE ADMINISTRATION OF ANY OF ITS EDUCATIONAL PROGRAMS, ACTIVITIES OR EMPLOYMENT IN ACCORDANCE WITH APPLICABLE FEDERAL STATUTES AND REGULATIONS. INQUIRIES CONCERNING APPLICATION OF THIS POLICY SHOULD BE DIRECTED TO SUSAN FAY, DIRECTOR OF AFFIRMATIVE ACTION/EMPLOYEE RELATIONS, PROSPECT STREET AND MIDDLE ROAD, NANTICOKE, PA 18634 (717-829-7393).

COLLECTIVE BARGAINING AGREEMENT

This AGREEMENT entered into this first day of September, 1985, by and between the LUZERNE COUNTY COMMUNITY COLLEGE, hereinafter referred to as the "COLLEGE", and the LUZERNE COUNTY COMMUNITY COLLEGE ASSOCIATION OF HIGHER EDUCATION, hereinafter referred to as the "ASSOCIATION".

DEFINITIONS

For the purposes of this Agreement, the following definitions shall apply:

A. COLLEGE - the Luzerne County Community College, its officers, its administrative staff, and its Board of Trustees.

B. ASSOCIATION - the Luzerne County Community College Association of Higher Education an affiliate of PAHE/NFA, PSEA/NEA, the faculty employees' organization.

C. FACULTY OR FACULTY MEMBERS - those professional employees included in the appropriate bargaining unit set forth in Article I of this Agreement.

D. TEACHING FACULTY - those faculty members whose primary function is in-class teaching.

E. COUNSELORS, LIBRARIANS AND ASSOCIATE FACULTY - those faculty members whose job titles are, but not limited to, Senior Counselor, Career Counselor, Evening Counselor, Associate Librarian, Reference Librarian, Media Coordinator, and Instructional Assistant.

F. SUPPORT FACULTY - Those faculty members who are supported by more than twenty-five (25) percent grant funding.

G. AGREEMENT - the collective bargaining agreement negotiated between the College and the Association.

H. BUDGET SUBMISSION DATE - May 31st.

I. PRESIDENT - the President of Luzerne County Community College.

J. ADMINISTRATIVE STAFF - management level employees, supervisors, and first level supervisors as referred to in Act 195.

K. ACT 195 - the Public Employee Relations Act of the Commonwealth of Pennsylvania, 1970.

L. SENIORITY - will be determined on a subject area basis, as listed on bargaining unit member's employment contract, which (is) are established at the time of appointment and/or by further subject area addition as specified in this Agreement. There shall be two seniority lists. One list shall be comprised of teaching faculty, counselors, librarians, and associate faculty. The second shall be comprised of support faculty. Seniority will be determined by the length of unbroken service with the employer as specified in this Agreement.

M. DEPARTMENT CHAIRMEN - designation for those members of the teaching faculty who are in charge of the academic departments of the College.

N. LABORATORY - a collegiate laboratory is defined as that academic experience involving instructional evaluation of student experiments, practical experiences, and student notebooks, as well as the instructor's preparation of lab materials and notes and grading of lab exams.

WITNESSETH

WHEREAS, the parties to this Agreement have a common goal of providing the best possible education for the students of Luzerne County Community College; and

WHEREAS, the parties have bargained collectively in good faith concerning wages, hours, and working conditions of the members of the faculty included within the purview of this Agreement and the parties have reached certain understandings and agreements; and

WHEREAS, the parties desire to incorporate their understandings and agreements and certain other matters into a collective bargaining agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto hereby agree as follows:

ARTICLE I

RECOGNITION

1.1 The COLLEGE hereby recognizes the ASSOCIATION as the exclusive representative for all the employees in the subdivision of the employer unit as comprised of all full-time, professional employees, including department chairmen, and excluding supervisors, first level supervisors, and confidential employees, as defined in Act 195, for the purposes of collective bargaining, with respect to wages, hours, terms and conditions of employment in all matters within the scope of bargaining as set forth in Article VII of the "Public Employee Relations Act" of the Commonwealth of Pennsylvania.

ARTICLE II

FAIR PRACTICES / ACADEMIC FREEDOM

2.1 The College shall not discriminate against any employee on the basis of race, color, creed, national origin, sex, marital status, residence, or membership in or association with the activities of the ASSOCIATION.

2.2 Both parties agree that all federal and state laws, rules, or regulations governing discrimination, working conditions, and/or constitutional rights are in addition to and made a part of this Agreement. Any alleged violation thereof is subject to the grievance/arbitration procedure which is set forth in Article VI of the Collective Bargaining Agreement provided that the aggrieved has not, prior to the filing of said grievance, submitted such claim to the appropriate state or federal agency.

2.3 The COLLEGE agrees to respect academic freedom as traditionally defined. In addition, the COLLEGE will follow principles of due process in cases of alleged faculty violations of an academic nature. In the event the COLLEGE receives anonymous complaints concerning a faculty member, the COLLEGE may inform the faculty member of the complaints, but no credence will be given to such anonymous complaints.

ARTICLE III

CONFERENCE

3.1 The President of the College, or his designated representative, shall be available to meet with designated representatives of the ASSOCIATION at mutually convenient times on reasonable notice for the purpose of discussing matters related to the implementation and administration of the Agreement.

ARTICLE IV

MAINTENANCE OF MEMBERSHIP

4.1 All employees within the bargaining unit covered by this Agreement who are members of the ASSOCIATION at the time this Agreement is ratified, or who after become members thereof during the term of this Agreement must, as a condition of continued employment, retain their membership in the ASSOCIATION for the duration of the Agreement, provided that any such employee or employees may resign from such membership during a period of fifteen (15) days prior to the expiration of this Agreement.

ARTICLE V

CHECK-OFF

5.1 Upon receipt of a signed, written authorization from an employee covered by this Agreement, the COLLEGE shall deduct the annual dues and assessments of the ASSOCIATION from the paychecks of said employee on a pro rata basis in accordance with the regular pay periods provided during the year. The amount of said deductions shall be pro-rated so that an equal deduction is made in each of said paychecks. An employee who is employed other than at the start of the school year and who executes a written authorization as above shall have the deductions made pro rata during the term of his employment through the termination date of this Agreement.

5.2 The formal authorization referred to above shall be as substantially set forth in Exhibit "A" attached hereto.

5.3 The COLLEGE shall provide the ASSOCIATION with a list of those employees who have authorized the COLLEGE to make the deductions provided for herein. The COLLEGE, upon deduction of said dues and assessments, shall immediately transmit the monies by check to the treasurer of the ASSOCIATION. Said transmittal shall contain a list of all employees from whose salaries the deduction has taken place.

5.4 The authorization referred to above shall be irrevocable for the duration of this Agreement, providing that any such authorization may be revoked during the period commencing fifteen (15) days before the expiration of this Agreement.

ARTICLE VI

GRIEVANCE PROCEDURE

6.1 Any complaint alleging a specific violation, misinterpretation, or improper application of the terms and conditions of this Agreement, or any complaint alleging arbitrary or discriminatory enforcement of the COLLEGE's rules and regulations related to wages, hours, terms, and conditions of employment shall be processed as a grievance under the terms, conditions, and provisions set forth herein.

6.2 A grievance may be filed by a faculty member, group of faculty members, or the ASSOCIATION.

6.3 FIRST STEP

The grievant within ten (10) working days of the occurrence giving rise to the alleged grievance or within the ten (10) working days of the date on which the grievant learned of such occurrence, shall informally discuss the grievance with the appropriate dean or director.

6.4 SECOND STEP

If the action taken at the First Step fails to resolve the grievance, the grievant may, within ten (10) working days after the discussion of the First Step, deliver a written appeal to the Office of the President and to the Faculty Association. The President or his designated representative shall, within ten (10) working days following the dated acknowledged receipt of such written appeal, deliver answer to the grievant. A copy of this answer shall also be delivered to the ASSOCIATION. If a grievance is not responded to in writing by the President or his designee within the time frame prescribed in this Section, then said grievance will be deemed to be resolved in favor of the grievant and/or the Association.

6.5 THIRD STEP

If the action taken at the Second Step fails to resolve the grievance, the ASSOCIATION, on behalf of the grievant, may, within ten (10) working days of the receipt of the written answer of the Second Step, submit the matter for binding arbitration by delivering written notice of such intent to the Office of the President.

6.6 Within ten (10) working days after such delivery of written notice of submission to arbitration, both parties will agree upon a mutually acceptable arbitrator. If both parties are unable to agree upon an arbitrator within the specified period, the parties shall notify the Pennsylvania Bureau of Mediation and the Bureau's procedure for arbitration proceedings, as referred to in Article IX, Section 903 of Act 195, shall be followed.

6.7 Failure of the grievant to appeal within the specified time limits, as provided in the First, Second, and Third Steps, shall mean the grievance has been abandoned by the grievant, and the grievance shall be deemed resolved in accordance with the last answer of the COLLEGE provided such answer is not in violation of the laws of the Commonwealth of Pennsylvania.

6.8 If the President or his designated representative does not answer the grievance within the specified time, as provided for in the Second Step, then the grievance may be pursued at the next step provided for in this grievance procedure.

6.9 The grievant may be accompanied by a representative of the ASSOCIATION at any step of the grievance procedure, subject to the conditions set forth in Article VI, Section 606, Act 195.

6.10 Time Limits set forth in this Article may be extended by written agreement executed by both parties.

6.11 All meetings and hearings under this Article shall be conducted in private and shall include only such persons in interest and their designated or selected representatives.

ARTICLE VII

RIGHTS OF COLLEGE

7.1 The COLLEGE hereby retains and reserves unto itself, all rights, powers, authority, duties, and responsibilities conferred and invested in it by the laws of the Commonwealth of Pennsylvania.

7.2 The exercise of these rights, powers, authority, duties, and responsibilities by the COLLEGE shall not be limited in any way except as specifically provided in the terms and conditions set forth in this Agreement.

ARTICLE VIII

RIGHTS OF ASSOCIATION

8.1 The ASSOCIATION shall be permitted to transact its business on College property, including regular and special meetings at reasonable times. Requests for use of rooms shall be made to the appropriate administrative office, and rooms will be made available within the limitations of due consideration for normal College operations.

8.2 The COLLEGE will allow the ASSOCIATION the privilege of using College typewriters, ditto machines, adding machines, and audio-visual equipment, providing such equipment is not otherwise in use. The ASSOCIATION shall furnish its own supplies relative to the use of said equipment, and the ASSOCIATION shall be responsible for any damage or misuse resulting from said use. If the College policy is to charge for the use of its equipment, then the ASSOCIATION shall pay established, reasonable rates for such usage.

8.3 The ASSOCIATION shall have the right to post its official communiques in the faculty office areas and use the College mailboxes for distribution of said communiques.

ARTICLE IX

TEACHING AND TIME SCHEDULES

9.1 The contractual term of appointment for each teaching faculty member for the year 1985-86 shall begin August 26, 1985, and terminate May 30, 1986; for the year 1986-87 the term shall begin August 25, 1986, and terminate May 29, 1987; for 1987-88 the term shall begin August 24, 1987, and terminate May 27, 1988; and for 1988-89 the term shall begin August 29, 1988, and terminate June 2, 1989 and for 1989-90 the term shall begin August 28, 1989 and terminate June 1, 1990. To the extent that it is reasonably possible, the following schedule will be maintained by each teaching faculty member each semester:

(a) Fifteen (15) semester hours of assigned teaching at the main College location (classes involving laboratory or studio contact will be evaluated as equivalent to two-thirds of one contact lecture, i.e., two semester hours of teaching credit for each three hours of laboratory);

(b) A minimum of fifteen (15) hours per week in the preparation and grading of learning assignments.

9.2 A member of the teaching faculty will not be required to carry additional hours of teaching in excess of a full-time teaching load of fifteen (15) semester hours.

9.3 Whenever feasible, the workload of a member of the bargaining unit shall be scheduled to accommodate his attendance at graduate school. Such attendance shall be for advanced study and a transcript of credit received for such attendance shall be sent to the Office of the President at the end of the academic term for which special workload scheduling was requested.

9.4 No classes will be cancelled after the official drop-add period (two weeks).

ARTICLE X

DUTIES AND RESPONSIBILITIES OF THE TEACHING FACULTY

10.1 Under the general supervision of the Dean of Academic Services, each teaching faculty member of the College will carry out the following duties and responsibilities:

(a) Teach organized courses in accordance with the descriptions published in the current College Catalog, and the designated course syllabi, and in accordance with the official schedule of classes, and provide alternative instructional opportunities for those times the faculty member is unable to meet his or her classes (it is agreed that certain disciplines cannot conform);

(b) Perform assigned consultation and scholastic advisement duties incident to student registration;

(c) Maintain accurate scholastic and attendance records of students enrolled in his classes, and submit required reports to the Dean of Academic Services;

(d) Submit reports on all students who are scholastically deficient to the Dean of Academic Services in the manner and at the time designated by him;

(e) Attend scheduled general faculty and departmental meetings and commencement exercises of the College with the provision that any academic attire necessary for commencement exercises will be furnished by the College at no cost to the faculty member;

(f) Recommend textbooks, changes in textbooks, and instructional media and equipment to the department chairman as the need arises;

(g) Serve as a resource person to members of the counseling staff concerning academic needs of students and academic requirements in area(s) of professional specialization;

(h) Maintain a minimum of five (5) appropriately scheduled office hours per week, the schedule of which shall be appropriately posted;

(i) Be available to teach not in excess of two (2) courses starting after 5:00 p.m., unless otherwise agreed to in writing, as part of each regular semester's teaching assignment, as the need arises, with the provision that said courses shall be scheduled, when possible, within a reasonable time period of other courses to be taught on the same day(s);

(j) Perform such other reasonable duties related to the foregoing as may be assigned by the Dean of Academic Services.

10.2 A system of voluntary academic advising will be established whereby each member of the teaching faculty who volunteers will provide such a service to no more than twenty-five (25) students. The advisor's primary responsibility will be guiding his advisees in the selection of courses and in evaluating the advisees' academic performance. The advisor will refer to the counseling center those advisees needing psychological, personal, social, and/or career counseling. The advisor will be expected to provide the necessary hours so his advisees may be adequately advised prior to the start of each semester and summer school.

ARTICLE XI-A

DUTIES AND RESPONSIBILITIES OF DEPARTMENT CHAIRMEN

11.1-A In general, the responsibilities of the Chairman of a Department are as follows:

(a) Call and preside at regular meetings of the faculty members in the department which he serves;

(b) Coordinate the planning and carrying out of a program of instruction in the curriculum(s) assigned to the department, with reference to the purposes and philosophy of the College;

(c) After appropriate study and consultation with the members of his department, make recommendations to the Dean of Academic Services regarding selection of course texts and other instructional materials, new curricular programs, or revisions of existing programs;

(d) Prepare the various curricular and course outlines and review them regularly;

(e) In cooperating with the chairmen of other departments, plan and supervise courses of instruction for students in other departments as requested;

(f) Assist the Dean of Academic Services with the planning and carrying out of a program of orientation for faculty members, and with the development and maintenance of professional standards and the encouragement of professional growth among the members of his department;

(g) Assist the Dean of Academic Services with the planning and carrying out of a program of orientation for faculty members, and with the development and maintenance of professional standards and the encouragement of professional growth among the members of his department;

(h) In cooperation with the Dean of Academic Services and the Director of Counseling Services, advise students in courses of instruction offered by the department and recommend action to be taken in selection and/or substitution of courses, and other such special cases;

(i) Assist whenever possible with the placement of graduates of the department;

(j) Assist in communication with the public, including preparation of brochures and news releases, speaking engagements, and school and industry visitations;

(k) Maintain necessary records, including class roster, student attainment sheets, statistical analysis of grades, and deficiency reports for the purpose of curricular development;

(l) Assume general responsibility for the organization and conduct of clubs sponsored by his department, including the regular meetings, programs, and other club activities;

(m) Exercise general supervision over laboratories, shops, studios, or any other special purpose area of the College assigned to his department and enforce student discipline in those areas when necessary;

(n) Interpret and administer faculty and student personnel policies which pertain to his department;

(o) Make recommendations to the Dean of Academic Services with regard to the annual budget for his department and the expenditures of the funds assigned;

(p) Assist in the development of extension courses, in cooperation with the Coordinator of Continuing Education;

(q) At the beginning of each semester or summer term, develop a collegial coverage roster for the department, said roster to indicate which faculty will provide voluntary class coverage for each other in the case of temporary absence;

(r) Be available for College business on a twelve month basis;

(s) Assist in other related areas when requested by the Dean of Academic Services.

11.2-A The teaching load of a department chairman will be limited to twelve (12) semester hours per term.

11.3-A Each department chairman will receive their base salary plus an additional compensation per semester for their services based on the following department faculty ratio per semester hour compensation:

1 - 7.999 F.T.E. Faculty -- 3.5 sem. hrs. per semester

8 - 11.999 F.T.E. Faculty -- 4.0 sem. hrs. per semester

12 or more F.T.E. Faculty -- 4.5 sem. hrs. per semester

Effective September 1, 1986, compensation per semester will increase by .5 sem. hrs. to 4.0, 4.5, and 5.0 respectively.

Appointments will be for one year periods beginning July 1st.

ARTICLE XI-B

DUTIES AND RESPONSIBILITIES OF ALLIED HEALTH TEAM LEADERS

11.1-B Those members of the teaching faculty who are appointed by the President or his designee to the position of team leaders in the allied health areas and perform such services will receive their base salary plus $250 per semester [effective September 1, 1987 - three hundred ($300) per semester; September 1, 1989 - three hundred fifty ($350) per semester] for these services.

11.2-B The duties and responsibilities of allied health team leaders are as follows:

(a) Presides at weekly team meetings;

(b) Coordinates course outline development, course policies, weekly clinical objectives, clinical evaluation tools, and campus laboratory activities;

(c) Orients new faculty members to the particular allied health course;

(d) Maintains records of course activities, such as: ongoing student progress reports, course evaluations, grade sheets, clinical evaluation tools;

(e) Schedules guest lectures and other special course activities;

(f) Acts as resource person for part-time faculty members;

(g) Delegates duties and responsibilities related to course activities to other team members;

(h) Coordinates development of all quizzes and examinations in the course;

(i) Reports to the appropriate directors any problems arising in the course;

(j) Assists faculty members in making appropriate referrals for counseling, additional laboratory instruction, or special tutoring for students having special problems;

(k) Assists students in resolving special problems related to the course, i.e., re-scheduling clinical laboratory times.

ARTICLE XI-C

DUTIES AND RESPONSIBILITIES OF COORDINATORS

11.1-C Those members of the teaching faculty who are appointed to the position of coordinator and perform such services will receive their base salary plus five hundred ($500) dollars per semester [effective September 1, 1987 -- six hundred ($600) dollars per semester; September 1, 1989 -- seven hundred ($700) dollars per semester] for these services.

11.2-C In general, the duties and responsibilities of the Coordinators are as follows:

(a) To develop and submit the schedule of courses for the semesters and other sessions as scheduled:

(b) To assist in staffing the courses as needed;

(c) To prepare, implement, review and revise curriculum course outlines on a timely basis;

(d) To be present for and assist at College registrations;

(e) Assist in the development, scheduling, and staffing of off-campus courses;

(f) Assist in the development and implementation of department budget;

(g) Assist in the supervision of laboratories, shops, studios, or other special purpose areas under the coordinator's general assignment;

(h) Assist in the ordering of textbooks and supplies for appropriate courses;

(i) Attend all department chairperson's meetings;

(j) Assist in other departmental business as requested by the department chairperson or Dean of Academic Services.

ARTICLE XII

EXTRA-LOAD AND SUMMER ASSIGNMENTS

12.1 Computation of semester hours for extra-load compensation is based upon the same formula (see 9.1, a., above) used in determining the regular teaching load for full-time teachers. Each faculty member assigned teaching extra to his/her regular load shall be paid at the appropriate rate for the semester; however, such extra-load assignments shall not exceed two (2) courses or six (6) credit hours, whichever is greater, for each faculty member per semester. Extra-load payment will be as follows for the duration of this Agreement:

	1985-86	1986-87	1987-88	1988-89	1989-90
Professor	360	370	380	390	400
Associate	345	355	365	375	385
Assistant	330	340	350	360	370
Instructor/ Asst. Instructor	315	325	335	345	355

12.2 Each faculty member will be allowed to teach a maximum of six (6) extra-load courses per calendar year; if a faculty member rejects an extra-load assignment, it will be counted against the maximum.

12.3 Extra-load teaching assignments will be made on the basis of the following criteria (see a, b, c, below), and such criteria shall apply to regular daytime credit courses offered from 8:00 a.m. to 5:20 p.m. and to all credit courses offered in the summer school. No non-member of the bargaining unit shall be employed to teach an extended day (51 level) course beginning after 5:20 p.m. as long as there is a qualified member of the bargaining unit available, desirous, and qualified to teach that course.

As to credit courses offered in the Continuing Education and Evening Session (61 level courses), the Coordinator of Continuing Education, or the person assigned the same responsibility by the President, shall have the right to assign qualified persons to teach all 61-level courses. However, the assignments will be made in cooperation with the department chairpersons of the respective disciplines. The following criteria shall still apply in those cases where failure to assign a member of the bargaining unit to one course would result in that member not teaching a full load. Credit courses shall not be arbitrarily classified as 61-level courses for the purpose of evading the assignment criteria set forth herein.

(a) The faculty member's academic qualifications to teach the specified course;

(b) Of those qualified in "a" above, according to (1) seniority,

(2) availability, (3) individual preference;

(c) Of those qualified in "a" above, a continuous rotation system will be established according to the criteria in "b" above, whereby no faculty member will receive a second extra-load assignment until all qualified members of his/her department have been considered.

12.4 Summer term teaching assignments will be made on a continuous rotation basis among the qualified full-time teachers at the department level, including each department chairman.

(a) The criteria for determining individual summer term assignments will be the same as those referred to in paragraph 12.3 above.

(b) Insofar as practical, summer term teaching assignments will normally be for six (6) semester hours per session but shall not exceed a maximum of three (3) courses per session per faculty member.

(c) Reimbursement for a summer term teaching assignment will be as noted in the schedule in 12.1.

ARTICLE XIII

DUTIES AND RESPONSIBILITIES OF COUNSELORS, LIBRARIANS, ASSOCIATE FACULTY, AND SUPPORT FACULTY

13.1 Counselors

Each counselor shall be responsible to the Director of Counseling Services for:

(a) Counseling students on educational, occupational, and personal matters;

(b) Assisting in the organization and implementation of student orientation programs;

(c) Recommending courses for students in advance of and during each registration;

(d) Being available for consultation with faculty and administration regarding the problems of students;

(e) Gathering and maintaining educational and occupational information for counseling purposes;

(f) Assisting in the job placement and/or transfer of students to other institutions of higher education;

(g) Assisting in evaluation and follow-up studies of various aspects of the College counseling services:

(h) Attendance at scheduled general faculty and departmental meetings and commencement exercises of the College with the provision that any academic attire necessary for commencement exercises will be furnished by the College at no cost to the faculty member;

(i) Such other reasonable duties related to the foregoing as may be assigned by the Director of Counseling Services.

13.2 Librarians

Each librarian shall be responsible to the Director of the Library for:

(a) The cataloging and processing of library materials;

(b) Reference and reader's assistance;

(c) Assisting in the selection, procurement, and processing of books and materials, including those recommended by the faculty;

(d) Circulation and periodical acquisition and control;

(e) Keeping the faculty informed on available library resources;

(f) Assisting in the development and effective implementation of a program of student instruction in the use of the library materials;

(g) Attendance at scheduled general faculty and departmental meetings and commencement exercises of the College with the provision that any academic attire necessary for commencement exercises will be furnished by the College at no cost to the faculty member;

(h) Such other reasonable duties related to the foregoing as may be assigned by the Director of the Library.

13.3 Associate Faculty

Each associate faculty member shall be responsible to the appropriate director for:

(a) Carrying out assignments appropriate to the goals of the division and the job description;

(b) Attendance at scheduled general faculty meeting and departmental meetings and commencement exercises of the College with the provision that any academic attire necessary for commencement exercises will be furnished by the College at no cost to the faculty member;

(c) Such other reasonable duties as may be assigned by the appropriate director.

13.4 Support Faculty

The support faculty member shall be responsible to the appropriate director for:

(a) Providing instruction and information to project students regarding proper utilization and operation of equipment and materials;

(b) Directing students to appropriate learning materials;

(c) Assisting in carrying out prescribed program of learning activities of students;

(d) Rendering individual tutorial assistance to students;

(e) Assisting staff members with maintenance of equipment and materials;

(f) Assisting staff in maintaining up-to-date indexes and listings of materials and assisting in general record-keeping;

(g) Supervising and coordinating the activities of student assistants in conjunction with program personnel;

(h) Conducting training sessions and meetings of student assistants;

(i) Recommending instructional materials and equipment for purchase;

(j) Conducting group instructional sessions for clients;

(k) Serving as a resource person to counselors regarding academic needs of clients;

(l) Assisting the counselors in contacting clients and arranging group meetings;

(m) Attendance at scheduled general faculty and department meetings and commencement exercises of the College with the provision that any academic attire necessary for commencement exercises will be furnished by the College at no cost to the faculty member;

(n) And such other duties related to the foregoing as may be assigned by the appropriate administrative personnel.

13.5 The counselors', librarians', associate faculty, and support faculty members' contractual term of appointment may be for a nine-month or twelve-month period. Any counselor, librarian, associate faculty, or support faculty currently employed on a twelve-month basis with anniversary date to remain the same, shall not be required to change his/her employment arrangement to a nine-month basis. On a rotation basis, agreed upon by the members of the department and the appropriate director, one twelve-month counselor and one twelve-month librarian shall be eligible for a special leave of absence (see 25.1 below) during the summer term for a period not to exceed two (2) months. Such leaves shall be granted when proper application is submitted a minimum of sixty (60) days prior to the beginning date of said leave of absence.

13.6 The normal workday for counselors, librarians, associate faculty, and support faculty shall be seven (7) hours, not including the lunch hour, and the workday schedule shall be subject to the needs of the College and/or department, and specific work assignments will be at the discretion of the appropriate dean and/or director. Except where the job description provides, evening work counseling assignments will not be required except for all registration activities, including off-campus, college night, special events, and specifically organized counseling activities on-campus and at off-campus locations. Evening work assignments may also be part of the workday for librarians, associate faculty and support faculty. Where such assignments extend the workday beyond the seven (7) hours, not including the meal hour, the counselor, librarian, associate faculty, or support faculty will be credited with compensatory time on an hour for hour basis. Such compensatory time will be utilized upon approval by the appropriate dean and/or director.

13.7 Where a work assignment departs from what is considered a normal workday schedule, such as overtime work or beginning the workday late to allow for evening work as part of the seven (7) hour day, the counselor, librarian, associate faculty, or support faculty will receive a minimum of twenty-four (24) hours prior notice of such assignment. Where such assignments occur on a regular basis, their scheduling will be reasonably distributed among the counselors, librarians, associate faculty or support faculty available.

13.8 When classes are cancelled because of inclement weather, or for some other reason, counselors, librarians, associate faculty, and support faculty, as well as faculty members, will not be required to report for work until such time as classes are resumed. During faculty orientation and in-service days, counselors, librarians, associate faculty, and support faculty will adhere to the same schedule as faculty members.

13.9 Counselors, librarians, associate faculty, or support faculty may teach specific courses in the areas related to their major responsibility at times other than their normal workday as defined in 13.4 above, and so long as said teaching does not interfere with their regular duties.

13.10 Specific job descriptions shall be maintained at current level for each counselor, librarian, associate faculty, and support faculty. The job description shall contain those duties which are of a skill level or area of responsibility appropriate for such position.

ARTICLE XIV

EVALUATION

14.1 The document titled "Performance Evaluation - Purposes and Procedures", adopted in the 1976-77 academic year (Exhibit B), will remain in effect through the duration of the Agreement. Any changes or amendments will be made only upon mutual consent of the COLLEGE and the ASSOCIATION.

ARTICLE XV

PERSONNEL FILES

15.1 The COLLEGE shall maintain in the College Personnel Office, one (1) official file for each faculty member.

15.2 This file shall include the following material:

(a) Signed application form;

(b) Transcripts supporting claim to academic work;

(c) Documents supporting claim to professional training;

(d) Letters or records supporting work experience;

(e) Copies of all annual contracts;

(f) All documents relating to annual evaluation;

(g) All documents relating to final resignation or termination;

(h) All records and transcripts supporting the instructor's claim to continued growth after initial appointment;

(i) Information of a positive nature, indicating special competencies, achievements, scholarly research, academic, professional, or other contributions;

(j) Any statements that the faculty member wishes to have entered in response to or in elaboration of material in his file;

(k) All letters of intent;

(1) All letters of reprimand upon written notification to the faculty member.

The faculty member shall be permitted to review and copy from the contents of his personnel file upon reasonable notice and at reasonable times, with reasonable frequency, pursuant to procedures established by the COLLEGE. Reasonable notice shall be interpreted to mean forty-eight (48) hours notice, and reasonable times shall be interpreted to mean between 9:00 a.m. and 5:00 p.m. during regular working days. However, in the event of an emergency or conditions beyond the control of the faculty member, the reasonable time lines will be waived.

ARTICLE XVI

TERMINATION OF SERVICES FOR CAUSE

16.1 The services of members of the faculty may be terminated at any time for just cause.

16.2 When the President has information or receives a complaint against a member of the faculty containing allegations which, if true, might serve as grounds for dismissal for cause, and he deems such information or complaint to be substantial, he will discuss the matter with the person concerned, after fully apprising the person of the nature of the allegations against him, and will make such further investigation as is appropriate. If the President determines that further action is warranted, he will, prior to making the decision to take such action, contact the Association designated representative(s), advise the Association representative(s) of his findings during a meet and discuss session with the affected parties. After receiving their input, the President will decide whether to proceed or to withdraw said complaints. If the decision is to take further action, the President will cause to be served upon the person concerned, a written statement of the charges against him/her.

16.3 Final action will not be taken on such charges until after the expiration of thirty (30) days from the date of service of such notice upon the person charged during which time he may make a written request to the President for a hearing before a Special Committee on Termination. If he makes such a request, he will be given a hearing as hereinafter provided. If the person charged does not request a hearing, the COLLEGE may take such action as it deems appropriate. When a hearing has been requested, final action on the charges will not be taken until the hearing has been held and the matter presented to the Board of Trustees of Luzerne County Community College as hereinafter provided.

16.4 The Special Committee on Termination shall be selected anew in each case in the following manner:

> A list of all full-time faculty members and administrators shall be presented to the President or his designee, and the person charged. Each party (beginning with the person charged), shall alternately strike therefrom one (1) name until nine (9) shall remain. Five (5) members of the committee will be from the faculty and four (4) will be from the administration; no person will serve in a case involving a charged member of the same department in which they both hold academic rank. The committee will elect one (1) of its members to serve as chairman.

16.5 The President or his designee(s), or both, may be present at the hearings held by the Special Committee on Termination as an auditor, but shall not be present at or participate in the deliberations or decisions of the Committee. At such hearing, the faculty member charged will be entitled to be present, to be represented by a person of his choice, to present witnesses in his own behalf, to see any written statements, sworn or otherwise, presented for or against him. All testimony at said hearing will be under oath, and an official transcript will be taken of said hearing, the cost of said transcription to be borne by the College, and a copy of the transcription will be submitted to the faculty member charged.

16.6 Upon the completion of its hearing, the Committee will prepare a written statement of its findings with respect to the charges and also a written recommendation, and subsequently submit to the President, the transcription of the proceedings, the statement of its findings, and its recommendations.

16.7 Upon receipt of the Committee's transcription of the proceedings and statements of findings and recommendations, the President will review and transmit them to the Board of Trustees and the faculty member in question along with his own recommendation. When no hearing was requested or held, the President will review the charges and make such investigation of the matter as he deems appropriate and transmit to the Board of Trustees and the faculty member in question a report of the matter together with his own recommendation.

16.8 Upon receipt of the recommendation of the President, and the reports of the Special Committee on Termination, the Board of Trustees will review the matter and take such action, if any, as it deems advisable.

16.9 If the person charged fails to attend a hearing of the Special Committee on Termination, without good cause, the Board of Trustees may, after receiving the recommendation of the President, take such action, if any, as it deems advisable.

16.10 If it is deemed to be in the best interest of the College, a person upon whom charges have been served may be suspended by the Board of Trustees, with salary, pending final action upon such charges by said Board.

ARTICLE XVII

TERMINATION OF SERVICES BY RETRENCHMENT

17.1 In the event the COLLEGE determines that there is a possibility of retrenchment, the COLLEGE shall initiate, no later than the first week of October, "meet and discuss" sessions with representatives of the Association regarding the considerations involved in the retrenchment process. In the event of retrenchment, seniority will be followed, providing the senior faculty member or department chairman has the necessary qualifications to teach the required courses and perform the remaining duties. Such qualifications will have been established by the administration at the time of the appointment or subsequently established by the actual teaching of specific areas and/or by further additions made as the faculty member acquires additional qualifications for teaching specific subject areas as prescribed in Article XVIII of this Agreement. Once qualifications have been established on the employment contract and/or subsequently attained as described above, none of these qualifications will then be deleted from any bargaining unit member's record. In every case, the faculty member must be given notice of release by December 1st of the academic year at the end of which termination is to be effected. In lieu of notice of release by December 1st, the faculty member shall receive a severance pay equal to one-half (½) his current annual salary. Before the final termination date of a retrenched appointment, the COLLEGE will make a reasonable effort to place the faculty member in another suitable position.

Should the faculty member be qualified, according to the terms of this Agreement, to teach courses and perform duties within the College other than those that are included in his or her area of "major responsibility", as indicated on the faculty member's individual employment contract, and should there be sufficient regular, part-time and/or extra-load work available without reducing the full-time teaching load or work assignment of any of the full-time faculty of the College, the faculty member will be retained to teach those courses and perform those duties at his or her regular salary, providing he is working full-time. In no event will a full-time faculty member be retrenched as long as a part-time faculty member is teaching or performing work related activities in the subject area. For retrenchment purposes only, a full-time faculty member's load will be a minimum of twelve (12) semester hours. For anything less than twelve (12) semester hours, a retrenched faculty member will be compensated on a part-time basis for hours taught.

If an appointment is terminated for retrenchment or displacement, no person will be hired to fill a vacancy for which the released faculty member is qualified for a period of two (2) years, unless the position is first offered to the released member. The released faculty member shall accept or reject the offer within twenty (20) days after mailing of a certified letter to his last-known address. All employees retrenched will be recalled on the basis of seniority and established qualifications prior to retrenchment.

17.2 Seniority

Seniority standing for the purpose of furlough shall be determined by the length of unbroken service with the College in positions covered by this Agreement. The following shall constitute a break in service: resignation, separation for just cause, retirement, absence without approved leave for five (5) consecutive days, expiration of recall period, failure to report after leave, acceptance of other permanent employment while on leave, and any transfer or promotion out of this bargaining unit except as provided below.

If service is broken by any of the above, the professional employee shall lose whatever seniority standing he/she has accrued. If a professional employee is returned within one year after such break in service, he/she shall be entitled

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to credit for seniority purposes, the time accrued up to the time break in service occurred, but shall not be entitled to any credit for the time represented by such break in service.

Notwithstanding anything to the contrary contained above, those who held bargaining unit positions and have transferred or were promoted to non-bargaining unit positions within the College, shall retain seniority earned through service in the bargaining unit positions but they shall not accrue additional seniority while out the bargaining unit.

17.3 Equal Seniority

In the event two or more members of the faculty have signed their employment contract on the same date, their seniority rank shall be determined by a lottery established by the ASSOCIATION and the COLLEGE. In case of twelve (12) month employees, seniority will be determined by the date of initial employment if this should precede the initial contract signing date. Cases of equal seniority among twelve (12) month employees will be determined by lottery as specified above.

17.4 The provisions of Article XVII shall apply separately to support faculty; however, the notice provisions of Section 17.1 are not applicable to these employees.

17.5 Support faculty will be given notice of release no less than forty-five (45) days prior to the expiration of the specific grant under which they are employed.

ARTICLE XVIII

DETERMINATION OF QUALIFICATIONS FOR TEACHING A SPECIFIC SUBJECT

18.1 In determining the minimum academic qualifications needed to teach a specific subject at Luzerne County Community College, the following requirements shall be followed:

(a) To teach in a specific subject area, a faculty member should have successfully completed fifteen (15) semester hours of credit at the graduate level in that subject area;

(b) Credits earned for one related graduate course may be counted toward the fifteen (15) semester hours, if the undergraduate major was in the subject area specified in "a" above;

(c) Other qualifications may include, but are not restricted to, related on-the-job experience, extensive preparation at the undergraduate level, workshops, and other additional education or training.

18.2 For example, a faculty member who has a Master's degree in Education wishes to teach History. The faculty member's undergraduate major was in History and he has twelve (12) semester hours of graduate credit in History in addition to his Master's degree credits. A related course from his Master's degree program, such as the History of Education, may be counted toward the fifteen (15) semester hours needed to qualify to teach History.

ARTICLE XIX

EMPLOYMENT CONTRACT

19.1 Upon appointment or reappointment, every full-time faculty member shall receive an employment contract setting forth his academic rank, salary, term of employment, and his employment status.

19.2 Before an initial employment contract can be issued by the COLLEGE, the prospective faculty member must have on record in the Office of the President, a completed application form, official transcript(s) of his academic work and certificate of health report. The certification of health examination will be paid by the COLLEGE, providing the examination is given by a physician designated by the COLLEGE.

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19.3 Before an appointment of the COLLEGE becomes effective, an employee contract must be signed by the appointee and the President. The terms and conditions of every appointment will be consistent with the terms and conditions of this Agreement.

19.4 Probationary Contract -- A new faculty member will be issued a probationary contract for his first contractual term of appointment. During this term the probationary employee's work performance will be reviewed on a quarterly basis by the appropriate dean and/or director, and the employee will receive written notification on or before April 15th as to whether or not he will be retained by the COLLEGE for his second contractual term of appointment. This decision shall not be subject to the grievance procedure provisions contained in this Agreement. The procedure for the review of the employee's work performance shall be subject to review and approval by the President of the College before implementation.

ARTICLE XX

EVALUATION / PROMOTION

20.1 The document titled "Promotion Procedure", adopted in the 1976-77 academic year and revised in the Summer, 1981 as part of the negotiations, will remain in effect through the duration of this Agreement (Exhibit C). Any changes or amendments will be made only upon mutual consent of the COLLEGE and the ASSOCIATION.

ARTICLE XXI

FACULTY SALARY PROVISIONS

21.1 Commencing September 1, 1985, salary increases for the nine month faculty will be paid as follows:

- seven and one-half (7.5%) percent plus five hundred ($500) dollars [with no increase less than fifteen hundred ($1500) dollars] for the 1985-86 contractual term of appointment;
- seven (7%) percent plus six hundred fifty ($650) dollars for the 1986-87 contractual term;
- six and one-half (6.5%) percent plus six hundred fifty ($650) dollars for the 1987-88 contractual term;
- six and one-half (6.5%) percent plus seven hundred ($700) dollars for the 1988-89 contractual term; and
- six (6%) plus seven hundred ($700) dollars for the 1989-90 contractual term.

21.2 Commencing September 1, 1985, salary increases for the 12 month faculty will be paid as follows:

- seven and one-half (7.5%) percent plus six hundred fifty ($650) dollars [with no increase less than fifteen hundred ($1500 dollars] for the 1985-86 contractual term of appointment;
- seven (7%) percent plus eight hundred forty-five ($845) dollars for the 1986-87 contractual term;
- six and one-half (6.5%) percent plus eight hundred forty-five ($845) dollars for the 1987-88 contractual term;
- six and one-half (6.5%) percent plus nine hundred ten ($910) dollars for the 1988-89 contractual term; and
- six (6%) percent plus nine hundred ten ($910) dollars for the 1989-90 contractual term.

ARTICLE XXII

FRINGE BENEFITS

22.1 The COLLEGE will pay all premium costs for each faculty member for:

(a) Blue Cross/Blue Shield Plan U -- Special Benefits

(b) Blue Cross/Blue Shield -- Major Medical

(c) T.I.A.A., Disability Income

(d) T.I.A.A., Group Term Life Insurance (double indemnity)

22.2 The COLLEGE will also pay all premium costs for Blue Cross/Blue Shield -- Major Medical, Blue Cross/Blue Shield Plan U -- Special Benefits coverage for faculty member dependents for the term of this Agreement. Included under the Blue Cross coverage for both faculty member and dependents are: (a) student dependent coverage to age twenty-three (23); (b) unlimited consultations; and (c) elimination of lab and radiation deductible.

22.3 The COLLEGE will pay all premium costs for Blue Shield Basic Dental and Supplemental "A" 100% coverage for each faculty member and dependents.

22.4 The amount of group term life insurance shall be equal to two (2) times the faculty member's salary to the lowest thousand dollars (i.e., with current salary at $15,250 x 2 = $30,500 -- insurance would be for $30,000), and shall include provisions for double indemnity.

22.5 Effective September 1, 1987, the COLLEGE will pay all premium costs for Blue Shield Pennvision 11 (PV11-1) coverage or its equivalent for each faculty member and dependents. Coverage to include student dependent coverage to age twenty-three (23).

22.6 The COLLEGE and the faculty member will share proportionally the costs for a retirement plan.

22.7 The exact amount of the COLLEGE's and the faculty member's contribution to a retirement plan will depend upon the plan chosen, as indicated below. The three plans which will be available to faculty members are the T.I.A.A. - C.R.E.F. (Teachers Insurance and Annuity Association - Credit

Retirement Equities Fund), the Pennsylvania Public School Employees' Retirement System (P.P.S.E.R.S.), and the State Employees' Retirement System.

a) A faculty member's contribution to T.I.A.A. - C.R.E.F. shall be five (5%) percent of his total salary, including Summer term and extra-load compensation. The COLLEGE's contribution shall be five (5%) percent [effective September 1, 1987 - seven (7%); September 1, 1989 - seven and one-half (7.5%) percent] of the faculty member's salary up to $7,800, and ten (10%) percent of the salary in excess of $7,800.

(b) A faculty member's contribution to P.P.S.E.R.S. shall be five and one-quarter (5.25%) percent of his total salary, including Summer term and extra-load compensation, with the exception that those faculty members enrolled in the system after July 22, 1983, their rate of contribution will be six and one quarter (6.25%) percent. Both the COLLEGE and the State will contribute 10.02% percent (this rate may vary from year to year) of the faculty member's total salary.

(c) A faculty member's contribution to the State Employees' Retirement System shall be five (5%) percent of his total salary, including part-time and extra-load compensation with the exception that those faculty members enrolled in the system after July 22 1983, their rate of contribution will be six and one-quarter (6.25%) percent. The COLLEGE will contribute a variable percentage determined by the State, which is currently seventeen and sixty-one hundreds (17.61%) percent of the faculty member's total salary, including overtime.

22.8 Faculty members and their dependents (husband, wife, and/or children) will be granted free tuition for any courses pursued for credit or audit offered by the COLLEGE. Fees charged by the COLLEGE shall not be considered tuition.

22.9 The COLLEGE will make available the T.I.A.A. Tax Deferred Annuity Program for those faculty who make appropriate arrangements with the Business Office.

22.10 Faculty members will be given a fifteen (15%) percent reduction on the list price of articles (exclusive of textbooks) purchased from the College bookstore.

22.11 The COLLEGE will pay for malpractice insurance in the amount of $1,000,000 for an individual and a maximum of $3,000,000 for an occurrence. The premium rate paid by the COLLEGE for the above coverage will not exceed that charged by Maginnis & Associates or another reputable carrier approved by the COLLEGE.

22.12 The COLLEGE shall provide faculty members, without cost to them, life insurance, health care insurance, and dental insurance using carriers currently in place. These benefits may be secured through the Pennsylvania School Employee Benefit Program or other carriers upon mutual agreement.

ARTICLE XXIII

VACATION LEAVE OF ABSENCE FOR TWELVE-MONTH FACULTY

23.1 A member of the faculty employed for a twelve month term by the COLLEGE shall be granted a vacation leave with full salary for a maximum of twenty (20) College business days per contractual term. Such vacation leave shall be accrued on the basis of one and two-thirds (1 2/3) days per month for each full month of service at the College for the contractual term. A "full month of service" shall be defined as continuation on the College payroll for fifteen (15) or more scheduled workdays within any calendar month. The length of vacation leave shall not exceed the total number of days accrued as of the beginning date of such leave. A new employee must be continuously employed by the COLLEGE for a minimum of three (3) consecutive calendar months to be eligible for vacation leave of absence.

23.2 Academic holidays scheduled by the COLLEGE during a calendar year shall not be considered vacation leave, and vacation leave shall not be reduced by such academic holidays.

23.3 Vacation leave may accumulate to a maximum of forty-five (45) days per year and shall be taken at such times as are approved by the President, who shall take in consideration the requirements of the operation and business of the College.

23.4 In addition to those vacation days provided in paragraph 23.1 above, seven (7) additional vacation days will be provided during those periods of the academic year when the College is not in session, only to the following faculty: Ruth H. Donohue, Counselor; and Gerard J. O'Connor, Counselor. The seven (7) additional vacation days shall not be cumulative from year to year and shall be taken at such times as are approved by the President, following the recommendation(s) of the appropriate dean and/or director.

ARTICLE XXIV

LEAVE OF ABSENCE FOR SICKNESS

24.1 Any member of the faculty who is unable to perform his regular assigned duties because of personal illness or injury, will be granted leave of absence for sickness with full salary for a period not to exceed a total of fifteen (15) regular workdays for each contractual term of appointment that is fewer than twelve months, and eighteen (18) regular workdays for each twelve month contractual term of appointment. Any faculty member on an initial appointment will be eligible for the maximum sick leave allowable after reporting for work for the first day of his contractual term of appointment. Unused sick leave may be accumulated to the following maximums:

1985-86	165 days
1986-87	175 days
1987-88	185 days
1988-89	195 days
1989-90	200 days

24.2 A committee known as the Sick Leave Bank Committee, composed of five (5) Luzerne County Community College Association of Higher Education members appointed by the President of the Association, and one administrator appointed by the President of the College, shall be the administrative body charged with responsibility of approving all requests for use of the Sick Leave Bank, subject to paragraph 3 below, maintaining appropriate records, providing for replenishment, and coordinating the overall program with the Luzerne County Community College Business Office.

All applications for use of the bank must be submitted in written form to the Sick Leave Bank Committee through its chairman. Forms will be provided and can be obtained from any member of the Committee.

For the protection of everyone, no more than thirty (30) days per year will be granted any individual by the Sick Leave Bank Committee.

No application for Sick Leave Bank days shall be considered by the Committee when the employee has not used up all his/her accumulated sick leave.

The Sick Leave Bank Committee reserves the right to request a doctor's statement, a progress report on any illness, or to take any appropriate steps necessary to guarantee the proper use of the Sick Leave Bank program.

24.3 Any faculty member prevented from working because of personal illness or injury shall notify immediately, by telephone or telegram, the appropriate dean or arrange to have the same done for him. As soon as the appropriate dean has been notified, a leave of absence for sickness will be granted. Should it develop that the alleged personal illness or injury was not a fact, the COLLEGE may take appropriate disciplinary action. Faculty members who are absent because of personal illness or injury for more than five (5) consecutive days, may be required to submit a medical certificate from their personal attending physician upon their return to work.

24.4 In any instance where there is a continued absence or repetition of absence because of personal illness or injury, the faculty member may be required to submit to medical examination by a physician designated by the Board of Trustees. Where such absence is beyond the cumulated sick leave accrued to such member, the President may recommend to the Board of Trustees that such member be granted, or required to accept, a leave of absence with or without pay for a period of time to be determined by the Board.

ARTICLE XXV

SPECIAL LEAVE OF ABSENCE

25.1 The President may grant members of the faculty special leaves of absence, without salary, for a period not to exceed one (1) semester. The Board of Trustees, upon the recommendation of the President, may grant such persons special leaves of absence, without salary for any period beyond one (1) semester.

25.2 Applications for special leaves of absence, without salary, shall be made to the President. Each such application shall include a statement of the purpose for which the leave is requested, its anticipated duration, and its value to the applicant or to the College.

25.3 The Board of Trustees, upon recommendation of the President, will grant a faculty member a special leave of absence, without pay, for advanced study for a period of one year, providing a qualified replacement is available. The faculty member applying for such leave shall make application, as in 25.2 above, no later than ninety (90) days prior to the commencement of the leave. The faculty member should also give no less than ninety (90) days notice prior to the completion of said leave of his intention to return to the College. To be eligible for such leave, the faculty member must have completed no fewer than three years of service at the College, and such leave shall be for full-time graduate study only. No more than one (1) faculty member from any one department may be granted a special leave for advanced study for any one year. Upon completion of the leave, an official transcript of credits earned from the institution attended during the leave period shall be sent to the Office of the President.

25.4 Sabbatical -- The COLLEGE will grant a faculty member a sabbatical leave of absence at one-half (½) pay for up to one (1) full academic year or at full pay for up to one-half (½) year for study leading to the completion of the requirements for an advanced degree as approved by the Department of Education in Harrisburg or the College President or his designee, and for research or continuing education related to one's field, for post-graduate study, and for seminars, providing a qualified replacement is available. The COLLEGE will provide a grant of 65% of tuition and books for graduate study -- $1,500 maximum per applicant -- upon completion of said study. The faculty member applying for the sabbatical leave shall make application as in 25.2 above, no later than six (6) months prior to the commencement of the sabbatical leave. The faculty member will also give written assurance to the COLLEGE that upon completion of the sabbatical leave he or she will return as a full-time faculty member for a period of one (1) year. In addition, the faculty member will execute a promissory note for the amount advanced that will be returned to the faculty member upon the completion of one (1) year of teaching as specified above. The only exception to the one year requirement will be due to extended illness or if the employer exercises options enumerated in this Agreement. To be eligible for such leave, the faculty member must have completed no fewer than six (6) years of service at the College. No more than three (3) members of the faculty may be granted a sabbatical leave in any one year. Upon completion of the leave, an official transcript of credits earned from the institution attended during the leave period shall be sent to the Office of the President. Faculty member on sabbatical leave will accrue seniority and will receive the fringe benefits provided in this Agreement.

25.5 The President may grant members of the teaching faculty special emergency leaves of absence in cases of unusual circumstances. A special emergency leave of absence with pay may be for a period not exceeding five (5) College business days; a special emergency leave of absence without pay may be for an entire semester. Written application for said leave shall be made to the President and shall include an explanation of the unusual circumstances which have brought about the emergency situation.

ARTICLE XXVI

MATERNITY/CHILD REARING LEAVE OF ABSENCE

26.1 A pregnant employee who desires a maternity leave of absence shall submit an official written request for such leave to the President of the College. Such request shall include a certification of pregnancy from the employee's physician and the anticipated beginning and ending dates for said leave. A request for maternity leave shall be submitted, if possible, at least one month in advance of the beginning of the requested leave.

26.2 Upon receipt of an official request for maternity leave of absence, the employee shall be regarded as having qualified for and having been granted a maternity leave of absence.

26.3 Maternity leave shall be granted under the same terms and conditions that are applied to leave of absence for sickness. The employer further agrees to comply with all applicable state and federal laws, rules, and regulations pertaining to child bearing/child rearing.

In addition, said employee will, at their expense, have the right to purchase all contracted benefits (at group rates) after the termination of the employer's obligation for the duration of the maternity leave.

26.4 An employee will be eligible to return to work when she is able to resume her duties providing she is able to resume said duties within a reasonable length of time.

26.5 Upon returning to service from maternity leave, the employee shall immediately be assigned to the same position which she held at the time the leave commenced, if said position is available. If that position is no longer in existence, the employee shall be assigned to a substantially equivalent position. The employee shall not be denied any available position for which she is properly qualified.

26.6 Upon return from maternity leave, the employee shall retain all rights as indicated in Item 26.3 of this Article.

26.7 An employee shall be entitled to use accrued sick leave for the period she is unable to work for medical reasons as certified by a physician. An employee shall earn sick leave while on paid maternity leave. If and when all accrued sick leave is used up, the employee will be on an unpaid leave of absence for the remainder of her maternity leave.

26.8 A leave of absence for childrearing purposes shall be granted to:

(a) Female faculty at the conclusion of any anticipated temporary medical disability or sick leave granted for purposes of pregnancy (maternity).

(b) Faculty who are fathers or mothers of newborn infants or who become parents of an adopted child of pre-school age, immediately following the infant's birth or adoption.

Notification - the faculty member shall submit a written request for such leave to the President no later than 10 days prior to the commencement of such leave. In the case of adoption, the written request shall be as soon as possible.

Commencement and Termination of Leave - such leave shall commence as set forth in a or b above and extend for a period not to exceed two consecutive semesters. The time of return will coincide with the beginning of the College term. Upon return to employment the College shall offer the faculty member the position of employment she/he held immediately before going on leave or a substantially equivalent position.

Untimely Death - In the event the child dies during the leave period, the faculty member shall no later than two weeks after the date of death notify the College President of the child's death. Upon receipt of said notice, the College President and the faculty member shall jointly arrange for the faculty member's return to work as soon as possible. If less than 45 teaching days remain in the college year on the date of submission of the faculty member's notice to the President, then the faculty member may not return to work until the beginning of the next teaching semester.

All leaves of absence under this provision are without pay but contracted benefits shall be handled as indicated in 26.3 of this article.

ARTICLE XXVII

TEMPORARY LEAVE OF ABSENCE

27.1 An absence for the following reasons by any faculty member shall be regarded as a temporary leave with pay:

(a) Absence for serving jury duty or subpoenaed attendance as a witness before a Court of law, or public authority, and not as a party to an action. The faculty member will be paid the difference between his regular College pay and the amount received for service as a juror or as a witness. A faculty member is expected to report for regular College duty when his attendance at Court is not required either for the aforementioned jury duty or as a subpoenaed witness. A faculty member should check with the College Business Office before serving as a juror or as a subpoenaed witness for instructions on the procedure for receiving the difference in pay;

(b) Absence due to the death of a member of the immediate family of the faculty member or of one in his personal household, such absence to total not more than five (5) consecutive days, including the day of death. The "immediate family" includes a parent, child, brother, sister, grandparent, grandchild, husband, wife, or parent of husband or wife, or any relative residing in the personal household;

(c) Absence due to attendance at a funeral with the prior permission of the President, such absence not to exceed two (2) days;

(d) Absence for the observance of religious Holy Days, other than those indicated in the College calendar, when same are approved by the President, such absence not to exceed a maximum of three (3) days per contractual term of appointment;

(e) Absence for the purpose of attending conferences, meetings, conventions, Association activities, and for technological, industrial, or educational visitations, when the same are approved by the President. The President may grant permission to be absent for any of the above purposes with or without expenses. In the event of a member of the bargaining unit is requested to cover for another bargaining unit member who is absent for a reason set forth above, and that coverage requires additional work beyond that member's regular schedule (day), said member, if they agree to cover, will be paid on a pro rata per diem rate for all additional time.

27.2 Each faculty member shall be entitled to a personal temporary leave of absence of two (2) days during each contractual term of appointment including summer school, continuing education, and the mini-semester, subject to the following terms and conditions:

(a) The faculty member must give three (3) days written notice to the appropriate dean or director of the College except in the event of an emergency;

(b) The faculty member need not state the reason for this leave request except in the event of an emergency;

(c) No leaves shall be granted as a matter of right on the day before or after a vacation or holiday or during the first or last week of classes;

(d) The COLLEGE shall have the right to limit the number of faculty members taking a personal day leave on any one day to two (2);

(e) There shall be no accumulation of personal leave days between contractual terms of appointment.

(f) Personal temporary leave of absence may be taken in full or half days.

27.3 It shall be the responsibility of any teaching faculty member on any temporary leave with pay, including sick leave and special emergency leave, to provide coverage of class assignments according to the following procedure:

> The faculty member shall provide as soon as reasonably possible, through the Dean of Academic Services, or by some other equally effective method, class assignments for at least the next three (3) class days. If the faculty member is absent for three (3) consecutive days, at the end of the three days, the department chairman shall recommend to the Dean of Academic Services a procedure for covering the classes remaining until the faculty member's return to work.

27.4 Where voluntary collegial coverage is available, the assignment(s) provided by the absent faculty member will be utilized by the covering faculty member or administrator. This type of coverage shall be limited to a maximum of five (5) consecutive business days, at the end of which the department chairman and the academic dean shall arrange a procedure for covering the classes remaining until the faculty member's return to work.

ARTICLE XXVIII

MILITARY LEAVE

28.1 Short Tours of Duty

Any faculty member shall, upon his request, be granted military leave of absence to engage in a temporary tour of duty with any recognized branch of the military not to exceed ten (10) College workdays in any calendar year upon the following conditions:

(a) Where possible, arrangements for such leave are to be made with the appropriate dean thirty (30) days in advance of the actual tour of duty;

(b) The faculty member is to go on leave, whenever possible, at the convenience of the COLLEGE;

(c) The COLLEGE will pay the difference between the faculty member's military pay and his regular pay for up to ten (10) College workdays when the member is on a leave for a short tour of duty.

28.2 Extended Service

A faculty member who enters active military service in any recognized branch of the military under the provisions of Selective Service, by call to active duty, or by voluntary entrance in lieu thereof, shall be entitled to a military leave of absence without pay for the period of time required to fill his active military service obligation. This leave shall automatically terminate if the faculty member remains in military service beyond his initial obligation or fails to report for work within one (1) month after his release from the military service.

A faculty member reporting on time for work will be assigned a position in accordance with the provisions of the Universal Military Training and Service Act.

ARTICLE XXIX

OUTSIDE EMPLOYMENT

29.1 A faculty member may undertake lawful part-time employment outside the College, so long as such employment and its attendant responsibilities do not interfere with the faculty member's discharge of his duties at the College, and providing the outside work is not of such character as to adversely affect the prestige of the College. Any faculty member who engages in outside teaching, counseling, or library services should have the professional courtesy to notify the Dean of Academic Services regarding such outside employment prior to his commitment to work. Under no circumstances shall a faculty member have direct business dealings with students in the sale of textbooks, instruments, lecture notes, or similar materials, or use his position in the College to promote or solicit sales of any kind for any organization in which he has a vested interest of a pecuniary nature.

ARTICLE XXX

RETIREMENT

30.1 Faculty members shall be retired and their services terminated on the thirty-first day of August next succeeding their reaching age seventy (70). Upon the recommendation of the President, and the approval of the Board of Trustees, extension of service may be granted beyond that date for one (1) year at a time.

30.2 Faculty members who wish to retire at an earlier age than seventy, under the provisions of the retirement system, shall, prior to applying for such retirement, notify and consult with the President with respect to the effective date of such retirement.

30.3 Faculty members will have the option to exercise early retirement in accordance with the provisions of the Early Retirement Incentive Plan described as Exhibit "D" of this Agreement.

ARTICLE XXXI

INSTITUTIONAL REPRESENTATION AND TRAVEL EXPENSES

31.1 The COLLEGE shall allocate to each department an amount based on a formula of seventy-five ($75) dollars [effective September 1, 1987 - one hundred (100) dollars; September 1, 1989 - one hundred twenty-five (125) dollars] for each faculty member in the department for the payment of dues to subject matter professional organizations. Membership(s) in such organizations shall be determined by the department chairmen in consultation with the members of his department.

31.2 A faculty member may attend professional meetings and conferences for a period not exceeding five (5) days per contractual term of appointment when such attendance is recommended by the department chairman, the appropriate dean, and approved by the President. The COLLEGE shall reimburse the faculty member for expenses incurred in such authorized attendance in accordance with the schedule below. When such attendance requires expenditures of eighteen ($18) dollars or more, advance funds for such expenditures will be available.

(a) A faculty member traveling by his own automobile on official business shall be reimbursed at the approved Internal Revenue Service rate per mile.

(b) Faculty members traveling on official business for the College will be reimbursed for their meals according to the following:

1. Breakfast -- In computing actual expenses within a per diem subsistence authorization, breakfast shall be reimbursed at a rate not to exceed $5.00, including tip (effective September 1, 1987 - $5.50; September 1, 1989 - $6.00);

2. Lunch -- Luncheon expenses are only authorized while on per diem travel and are reimbursed at a rate not to exceed $7.00, including tip (effective September 1, 1987 - $7.75; September 1, 1989 - $8.50);

3. Dinner -- In computing actual expenses within a per diem subsistence authorization, dinner shall be reimbursed at a rate not to exceed $15.00, including tip (effective September 1, 1987 - $16.50; September 1, 1989 - $18.00);

4. Reimbursement will be approved for the cost of an official luncheon or dinner which an employee is authorized to attend, where such meal is scheduled as an integral part of an official proceeding or program related to College business and the employee's responsibilities;

(c) Reimbursement for approved expenses shall be limited to three hundred ($300) dollars [effective September 1, 1987 - three hundred fifty $350) dollars; September 1, 1989 - four hundred ($400) dollars] per faculty member and three hundred fifty ($350) dollars [effective September 1, 1987 - four hundred ($400) dollars; September 1, 1989 - four hundred fifty ($450) dollars] per department chairman, to be allocated on a department basis, for the term of this Agreement;

(d) Reimbursement for expenses of subsistence shall be limited to the actual allowable expenses incurred, not exceeding a maximum per diem allowance of ninety ($90) dollars [effective September 1, 1987 - one hundred ($100) dollars; September 1, 1989 - one hundred ten ($110) dollars] of which not more than sixty ($60) dollars [effective September 1, 1987 - seventy ($70) dollars; September 1, 1989 - eighty ($80) dollars] may represent lodging costs while attending a convention and/or conference;

(e) Personal expenses appearing on a hotel bill shall be deducted;

(f) Expenses for alcoholic beverages are not reimbursable;

(g) In case a faculty member travels by an indirect route for his/her own personal convenience, the extra expense will be borne by himself and reimbursement for expenses will be based on such charges as were actually incurred, not to exceed what would have been incurred by the most direct, safe, economical, and usually traveled route.

31.3 All vouchers for reimbursement of authorized travel expenses shall be submitted to the Office of Business Services.

ARTICLE XXXII

TUITION REIMBURSEMENT

32.1 Effective September 1, 1987, a faculty member who pursues academic study in an accredited institution on a part-time basis while working full-time at the College and not on approved leave will be reimbursed, upon successful completion of the course, a sum not to exceed fifty (50) percent of the tuition paid to that institution for a maximum of three (3) credits during the summer/

fall and three (3) credits during the spring. The COLLEGE will allocate a maximum of $5,000 for the Summer/Fall and $5,000 for the Spring for this purpose. In the event the requested amount for each of the two application periods is less than $5,000, reimbursement of more than three (3) credits will be considered. The residual, if any, from the Summer/Fall period will be added to the Spring maximum. Funds will not be carried from one fiscal year to another. Details on application and approval procedures will be established by the COLLEGE in consultation with the ASSOCIATION.

32.2 The courses to be undertaken shall be either in a subject area related to the faculty member's discipline or to his/her teaching assignment or prospective teaching assignment at the College.

ARTICLE XXXIII

NO STRIKE, NO LOCKOUT

33.1 The ASSOCIATION agrees that there shall be no strike, picketing, sit-down, slowdown, willful absence from assigned work station, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment during the term of this Agreement. The COLLEGE agrees that no lockout against any or all of the employees shall take place during the term of this Agreement.

ARTICLE XXXIV

LIMITATIONS ON AGREEMENT

34.1 In the event that either the COLLEGE or the ASSOCIATION is prevented from performing this Agreement by reason of fire, work stoppage (except by lawful strike), riot, insurrection, or any other such event, then the obligations of the

COLLEGE under this Agreement may, at the end of the month in which such event took place, be void and of no further effect.

ARTICLE XXXV

SEPARABILITY

35.1 In the event that any provision of this Agreement is or shall at any time be held to be contrary to law by a court of last resort of Pennsylvania or of the United States or by a court of competent jurisdiction from whose judgment or decree no appeal has been taken within the time provided for doing so, that provision shall be null and void, but all other provisions of the Agreement shall continue in effect.

ARTICLE XXXVI

COMPLETE AGREEMENT

36.1 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the Agreement which represents the complete agreement of the parties. Neither party shall be obligated to negotiate concerning wages, hours or conditions of employment during the term of this Agreement.

36.2 This Agreement constitutes the negotiated agreement and supersedes any previous or current rules and regulations of the COLLEGE which are in conflict with the Agreement.

ARTICLE XXXVII

MISCELLANEOUS

37.1 The COLLEGE will supply to each faculty member one (1) copy of this Agreement at no cost; ten (10) free copies shall be supplied to the ASSOCIATION.

37.2 Any faculty member on paid leave of absence shall retain all accrued and continuing benefits during the period of said leave.

37.3 Any faculty member on an unpaid leave of absence shall retain all benefits that he had accrued as of his last day of employment prior to commencing said leave. Benefits shall not be accrued during the period of an unpaid leave of absence.

37.4 In order that the College shall operate in a consistent and effective manner, it shall be the responsibility of each faculty member who is unable to report for or will be late for any scheduled work assignment to notify, as soon as possible, the appropriate dean or director regarding the reason for, and estimated length of, the impending absence or anticipated lateness.

37.5 All absences from work other than approved sick leave, other approved absences with pay, scheduled vacation days, and compensatory leave time will be without pay and proper deductions will be made from the faculty member's paycheck.

37.6 Grievance and negotiation sessions will be scheduled at times mutually convenient to the COLLEGE and to the ASSOCIATION.

37.7 A designated parking area will be provided for faculty members as close to the classroom buildings as possible for the duration of this Agreement.

37.8 The academic calendar, as approved by and subject to revision by the Board of Trustees (see College Catalog), is made a part hereof. With regard to the teaching faculty, said calendar shall include one hundred fifty four (154) instructional days and seven (7) in-service days. In-service days will be scheduled in advance and indicated in the school calendar which must be prepared and distributed before the start of the fall semester. Final exam schedules must be prepared and distributed four (4) weeks before the exam period.

37.9 In regard to the need for first aid and/or transportation of emergency cases, such as an accident or illness, the policies and procedures detailed by the College Health Nurse and distributed to all faculty members will be followed.

37.10 The Business Office shall make a petty cash account available for each department's use in the amount of thirty ($30) dollars for incidental class/lab work and extra-curricular activities. Upon presentation of sales receipts signed by the purchaser, the Business Office will replenish the account of the department up to the total amount of thirty ($30) dollars.

37.11 Members of the teaching faculty, librarians, counselors, or associate faculty who accept a temporary assignment which may be created as a result of an approved leave of absence or grant funding will continue to accumulate seniority on the same seniority list. However, if the temporary assignment is more than twenty-five (25) percent grant funded, the individual has the option, prior to assuming the position, to choose seniority on either list. A temporary assignment will be granted to a qualified faculty member, provided appropriate arrangements can be made by the division head to continue the regular services performed by the faculty member. The assignment must be approved by the President.

37.12 Members of the support faculty who accept a temporary assignment will continue to accumulate seniority on the same list, except; however, when the temporary assignment is supported by more than seventy-five (75) percent College funds. In this case, the individual has the option, prior to assuming the position, to choose seniority on either list. A temporary assignment will be granted to a qualified faculty member, provided appropriate arrangements can be made by the division head to continue the regular services performed by the faculty member. The assignment must be approved by the President.

37.13 Seniority accrued to one list does not accrue to the other list. Grant budgeted positions will not be used to eliminate College budgeted positions. In the event of retrenchment, faculty on College budgeted positions will be given opportunity for employment in new or vacant grant budgeted positions for which they may qualify, after the position(s) is (are) offered to retrenched support faculty members, if any, and in accordance with Section 17.4.

ARTICLE XXXVIII

DURATION OF AGREEMENT

38.1 This Agreement shall be effective for the period starting September 1, 1985 through August 31, 1990, and shall continue automatically from year to year thereafter unless either party shall serve written notice on the other of its desire to terminate, modify, or amend this Agreement. Such written notice shall be served no later than one hundred seventy two (172) calendar days prior to the College budget submission date so the parties may conform to the provisions of Article VIII, Act 195.

38.2 IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed and sealed the day and year first above written.

For the COLLEGE:

Robert T. Patton
Chairman, Board of Trustees

Aaron M. Kluger
Chairman, Negotiating Team

John M. Becraiz
Member, Negotiating Team

ATTEST:

Thomas P. Leary
Member, Negotiating Team

For the ASSOCIATION:

Israel H. Adelson
President

Eugene D. Miller
President Elect

Edward J. Hiltzel
Chairman, Negotiating Team

ATTEST:

Marie Nagle
Secretary

EXHIBIT A

DUES CHECK-OFF AUTHORIZATION FORM

TO THE LUZERNE COUNTY COMMUNITY COLLEGE:

I hereby assign to the Luzerne County Community College Association of Higher Education (hereinafter referred to as "Association") from any wages or salary earned or to be earned by me as an employee of the Luzerne County Community College such amounts as may be uniformly established by the Association and become due to it as dues and assessments. I further authorize and direct the Luzerne County Community College to deduct said uniformly established dues and assessments from my salary and wages on a pro rata basis during each of the pay periods during the school year.

This Authorization is to remain in effect unless cancelled in writing by me fifteen (15) days prior to the expiration date of the current Collective Bargaining Agreement. I further direct that this Authorization shall be automatically renewed for like periods during each successive Collective Bargaining Agreement unless cancelled by me in writing fifteen (15) days prior to the termination of any such successive agreement.

This Authorization is made pursuant to Section 301(18) and Section 705 of the "Public Employees' Relations Act".

____

WITNESS

____

DATED

EXHIBIT B

PERFORMANCE EVALUATION

Purposes and Procedure

Purposes

1. To assess and assist in improving performance of duties and responsibilities of faculty as contained in Articles X and XIII of the 1985-1990 Agreement between Luzerne County Community College and Luzerne County Community College Association of Higher Education.

2. To provide a means of identifying strengths and weaknesses and improvement of instruction methods, content, courses, and programs.

Evaluators

Evaluation data will be obtained from:

1. Students;
2. Dean of Academic Services or Associate Dean of Student Services, whichever is appropriate;
3. Immediate Supervisor (Department Chairperson, Director of Counseling Services, or Director of Library Services);
4. Peer (optional).

Frequency of Evaluation

Faculty with probationary contracts will be evaluated once each semester during the term of the probationary contract.

Faculty (except probationary) will be evaluated only when the following conditions indicate that a complete re-evaluation is necessary:

1. Unsatisfactory rating from bi-annual student evaluation (bi-annual after the initial year with approximately 50% of the faculty to be evaluated each year);

2. Indications that a faculty member is not fulfilling his/her contractual duties and responsibilities.

Procedure

Evaluation by Students

During the eighth through twelfth week of each Fall semester, there shall be an evaluation by students which shall be administered in each class of each teacher being evaluated.

It shall be the responsibility of the Office of Academic Services and Student Services to organize, schedule, and generally supervise the evaluation by students and to tabulate the results.

The results of each faculty member's evaluation by students shall be sent to the faculty member and discussed with the appropriate supervisor and/or the appropriate dean.

Evaluation Materials

The faculty shall, upon request, provide the evaluators with any materials (including a self-evaluation) which would be appropriate to evaluate the following:

1. Clarity and appropriateness of course objectives;
2. Appropriateness of course content with regard to achieving course objectives;
3. Appropriateness of course outline;
4. Appropriateness of resource materials and teaching aids;
5. Teaching methods and techniques utilized in course;
6. Special assignments and requirements for completion of course;
7. Methods of student work evaluation;
8. Attitude towards work, especially with reference to initiative, adaptability, cooperativeness, and reliability;
9. Performance of the duties and responsibilities of the teaching faculty, counselors, librarians, associate faculty, and support faculty as contained in Articles X and XIII of the 1985-90 Agreement.

Within five (5) working days after a classroom visitation and/or conference, the appropriate dean and/or supervisor shall meet with the faculty member and discuss the ratings and written comments on the evaluation reports.

The evaluation reports will be signed by the appropriate dean and/or supervisor and faculty member. A copy of all evaluation reports shall be sent to the faculty member, appropriate supervisor, and appropriate dean. Any party may submit an explanatory statement regarding any or all of the evaluation reports. Such statements will become a part of the evaluation to which it refers.

EXHIBIT C

PROMOTION PROCEDURE

Promotion Committee

The Promotion Committee shall consist of four (4) faculty and four (4) administrators. The Committee members will be selected in the following manner:

> A list of twelve (12) faculty members shall be presented to the President or his designee; likewise, a list of twelve (12) administrators shall be presented to the President of the Faculty Association. The list will be presented one party to the other on or before September 15. Each party shall strike therefrom names from the other's list until four (4) names shall remain on each list.

By October of each year, the number of vacancies for each academic rank will be declared by action of the Board of Trustees upon recommendation of the President. In no year shall this number be less than seven (7) of which no less than one (1) vacancy will be declared for the rank of associate professor and no less than one (1) vacancy declared for the rank of professor during each year of this Agreement. In each academic year, there will be a minimum of seven (7) promotions providing there are an equal number of qualified candidates, as recommended by the Promotion Committee, for the vacancies as described above.

Members of the bargaining unit who have been recommended for two consecutive years by the Promotion Committee but not promoted will, if qualified as determined by the Promotion Committee, be automatically recommended in the third year of application. If these recommendations exceed one person, the most senior member of those recommended will be automatically promoted. This promotion will not be part of the total number of vacancies declared by the Board of Trustees and will not exceed a total of one in any academic year.

By November 1 of each year, the members of the Committee shall be selected.

The Committee shall receive, acknowledge, and review all applications from qualified candidates. The Committee shall judge each application on the basis of the degree to which each candidate has met the criteria appropriate to the rank for which promotion is sought. Members of the Committee will review carefully and in detail all materials placed before it relevant to the stated criteria.

The Committee shall recommend that each candidate be promoted or not, according to its evaluation. The Committee will list the names of the candidates for promotion in two groups, recommended and not recommended. Within the recommended group, the Committee shall rank the candidates in order of priority within each academic rank. These lists will reflect the Committee's judgment of the merits of the applications for promotion.

The Committee shall forward the full list of rankings to the President or designee not later than March 15. Concurrently, the Committee shall notify all candidates of its decision by mail to the candidate's home address.

At the President's request, the recommendations received shall be supported in sufficient detail to enable him to know the reasons for which the Committee reached its conclusion in each case. If necessary, a time for consultation with the Committee will be requested.

After review, but no later than April 15, the President shall submit the Committee's recommendations and his own to the Personnel and Curriculum Committee of the Board of Trustees.

The Personnel Committee shall submit its recommendations regarding faculty promotion to the Board of Trustees at the regular Board meeting in May.

Criteria

The factors to be considered in evaluating members of the faculty who apply for promotion shall be those which determine their effectiveness in performing their prescribed duties and their general contribution to the stated goals and objectives of the College. The factors are:

A. Educational and Professional Qualifications

The minimum requirements for a faculty rank must be met before a faculty member can be considered for promotion. Priority consideration will be given those who exceed the minimum requirements.

B. Effectiveness of Professional Performance

A faculty member must perform his/her major duties and responsibilities at a minimum of 3.0 composite level in the assessment of his/her evaluators.

C. Professional Growth

In the assessment of the Promotion Committee, a faculty member should demonstrate efforts toward professional growth and development.

D. Service to the College

In the assessment of the Promotion Committee, a faculty member should demonstrate his/her general involvement in the affairs of the College, such as College governance and other College activities.

E. Service to the Community

A faculty member should participate in community activities that are related to the community leadership and service objective of the College.

Request for Promotion Consideration

A faculty member's request for promotion consideration shall be made to the Promotion Committee no later than December 1, on forms to be provided by the Committee. Receipt of the application for promotion consideration shall be acknowledged, in writing, by the Committee.

The applicant shall, upon request of the Committee, forward any other pertinent information necessary to determine his/her eligibility for promotion.

EXHIBIT D

EARLY RETIREMENT INCENTIVE PLAN

Eligibility

All faculty members fifty-three (53) years of age to sixty-two (62) years of age will be eligible to participate in the Early Retirement Incentive Plan and to receive a cash incentive as set forth herein, provided that:

1. The employee has submitted a letter of intent to retire to the President on or before March 1 of the year for which retirement is to be effective.
2. The applicant will have completed at least fifteen (15) years of continuous full-time regular employment with the College by the effective date of his/her retirement.
3. The applicant will become at least fifty-three (53) years of age prior to the effective date of his/her retirement.
4. The applicant is not eligible for permanent disability retirement.

Effective Retirement Date

The effective date of the retirement must be after June 15, 1986.

Payment of Early Retirement Incentive

Payment of the Incentive to eligible professional employees, pursuant to this Plan, will be made thirty (30) days following the effective date of his/her retirement.

Payment shall be in accordance with the following schedule:

Age at the Effective Date Of Retirement	One-Time Cash Retirement Incentive
53-56	$10,000.00
57-58	9,000.00
59-60	8,000.00
61-62	7,000.00

Continuation of Benefits

Health Insurance. The College will continue to enroll, subject to the provisions imposed by the carrier, and pay the premium costs for the employee in the College's group health insurance programs set forth below.

1. The medical insurance plan provided for all full-time regular employees, or its equivalent.

2. The dental insurance plan provided for all full-time employees, or its equivalent.

The payment of such premium costs for the retired employee shall be made in accordance with the following:

> From the effective date of retirement until the employee reaches sixty-five (65) years of age, the College will pay the premium costs for the retired employee and spouse.

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EXHIBIT E

MINIMUM SALARIES FOR NINE (9) MONTH AND TWELVE (12) MONTH FACULTY

	1985-86		1986-1987		1987-1988		1988-1989		1989-1990	
	9 month	12 month	9 month	12 month	9 month	12 month	9 month	12 month	9 month	12 month
Professor	17,200	22,360	18,404	23,925	19,600	25,480	20,874	27,137	22,127	28,765
Associate	14,800	19,240	15,836	20,587	16,865	21,925	17,961	23,350	19,039	24,751
Assistant	12,400	16,120	13,268	17,248	14,130	18,370	15,048	19,564	15,952	20,737
Instructor	10,000	13,000	10,700	13,910	11,396	14,814	12,137	15,777	12,864	16,724
Assistant Instructor	7,600	9,880	8,132	10,572	8,661	11,259	9,224	11,991	9,777	12,710

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COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE
NORTHAMPTON COUNTY AREA COMMUNITY COLLEGE
AND THE
AMERICAN FEDERATION OF TEACHERS
Local 3579
AFL-CIO

July 1, 1986
through
June 30, 1989

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This Agreement made and entered into this 4th day of September, 1986 by and between Northampton County Area Community College (College) of Bethlehem, Pennsylvania, through its Board of Trustees (Board) and Northampton County Area Community College Federation of Teachers, Local 3579, Pennsylvania Federation of Teachers, American Federation of Teachers, AFL-CIO.

ARTICLE I - DEFINITIONS

A. Board - The Board of Trustees of Northampton County Area Community College, its agents and representatives, employer.

B. College - Northampton County Area Community College, employer and all its facilities or locations.

C. President - The President of Northampton County Area Community College.

D. Faculty, Faculty Member, or Employee - Those full-time employees included in the bargaining unit set forth in Article II of this Agreement.

E. Division - Those units of the College supervised by Deans to which members of the bargaining unit are assigned. Student Personnel Services and the Learning Resources Center shall each be considered divisions.

F. Federation - Northampton County Area Community College Federation of Teachers, Local 3579, Pennsylvania Federation of Teachers, American Federation of Teachers, AFL-CIO, its officers, agents, and representatives.

G. Full-Time - Employees teaching or performing other assigned or authorized duties for 80% or more of a normal workload as defined by Article IX (Workload).

H. Number and Gender - Whenever any words are used in this Agreement in the masculine gender, they shall be construed as though they were used in the feminine gender in all situations where they would so apply, and whenever any words are used in this Agreement in the singular form, they shall be construed as though they were used in the plural form in all situations where they would so apply, and wherever any words are used in this Agreement in the plural form, they shall be construed as though they were also used in the singular form in all situations where they would so apply.

ARTICLE II - RECOGNITION

The Board recognizes the Federation as the sole and exclusive bargaining agent for all full-time Faculty of the College irrespective of where they may render their service. Employees include instructors, assistant professors, associate professors, professors, professional service assistants, technical assistants, program coordinators, librarians, counselors, audio-visual assistants, and Faculty in the learning resources center; and exclude non-professional employees, management-level employees, and guards, as defined in Act 195.

ARTICLE III - RIGHTS OF THE BOARD

Except as herein specifically provided, the operation and administration of the College, including the right to make rules and regulations pertaining thereto, shall be fully vested in the Board. Nothing herein stated shall be construed as a delegation or waiver of any powers or duties vested in the Board by virtue of any provision of the laws of the Commonwealth of Pennsylvania.

ARTICLE IV - RIGHTS OF THE FEDERATION

A. 1. The President and/or his authorized designee(s) shall meet monthly, if requested, with representatives appointed by the Federation for the purpose of discussing matters of educational policy and development, matters of mutual concern, as well as matters related to the implementation of this Agreement.

2. Meetings shall be scheduled in such a manner and at such times as the parties may mutually determine.

3. A record of the proceedings of each meeting may be maintained.

B. Duly authorized representatives of the Federation shall be permitted to transact official Federation business or schedule meetings on College property at reasonable times.

C. The College shall make available to the federation upon its reasonable request and within a reasonable time thereafter, such information, material, records, and/or statistics which are relevant to negotiations or to the implementation of this Agreement and which are in the possession of the College. The College shall not be required to compile such material in the form requested if it is not already compiled in that form, unless mutually agreeable.

D. The Federation may post the official notices of its activities on bulletin boards adjacent to the faculty mailboxes. Such notices shall list the Federation as their source.

E. The Federation may use the College's interoffice mail service and mailboxes for distribution of official Federation communications.

F. The Federation may schedule meetings on College property during hours when the College is normally open and subject to the availability of space on a first-come, first-served basis when not being used or needed for instructional, Board, or student purposes. Any costs occasioned by such usage shall be borne by the Federation.

G. The Federation shall provide its own duplicating services, supplies, and secretarial services. The Federation may use the College facilities for duplicating services at cost and on a time-available basis.

H. The Federation shall be given copies of the agenda and minutes of meetings of all College committees, the President's Cabinet, the Administrative Council, the College Senate, and the Board.

I. The College shall be given copies of minutes of Federation general membership meetings and newsletters exclusive of financial information and meeting notices.

ARTICLE V - ACADEMIC FREEDOM

A. The Faculty Member is entitled to freedom in research and in the publication of the results provided that responsibilities to the College are maintained.

B. Employees shall have freedom in the classroom to use materials and to discuss topics which are relevant to the subject, appropriate to their teaching methods, and conducive to the attainment of the course objectives.

C. The Faculty Member is a citizen, a member of a learned profession and an employee of an educational institution. When he speaks or writes as a citizen and/or exercises his legal and/or constitutional rights, he may not be subjected to institutional censorship or discipline. In public statements he has an obligation not to allow the implication that he is a spokesman for the College.

D. The College will not refuse to provide books and other materials merely because of the race, or nationality, or the social, political or religious views of the authors or because of doctrinal disapproval of the contents.

ARTICLE VI - APPOINTMENT OF FACULTY

A. When available positions are declared by the President, the Faculty of the academic department, program or other area of specialization will be notified in writing. Appointment may be either temporary, initial, or standard. Other than professional assistants, Faculty shall be appointed with rank no less than that of instructor.

B. The Faculty of the appropriate academic department, program or other area of specialization shall be consulted on the appointment of all full time Faculty Members. A nominee for an appointment acceptable to the majority of the Faculty of the academic department, program or other area of specialization, should also be acceptable to the President. After consultation, if the President recommends a nominee not acceptable to the appropriate Faculty, the President and the appropriate Faculty shall jointly appear before the appropriate committee of the Board and present their positions with supporting arguments. Final selection rests with the Board.

C. Faculty on initial contracts are typically offered two (2) two (2) year contracts and then a one (1) year contract. (Full time Faculty employed prior to July 1, 1986 are eligible for a standard appointment after four (4) years.) Notification of renewal or non-renewal for Faculty on initial contracts must be made by December 15 of the second year, December 15 of the fourth year and December 15 of the fifth year

(or April 15 of the second year or January 31 of the fourth year if employed before July 1, 1986.)

Initial appointments may be renewed, or not renewed at the option of the College and for any reason, but the Faculty Member shall be given a statement of reason upon request. Non-renewals during the first four (4) years may not be appealed, but a Faculty Member may appeal a non-renewal occurring during the fifth year of employment to the Board within one (1) month of notification. (Faculty employed prior to July 1, 1986 may appeal a non-renewal occurring during the fourth year of employment to the Board within one month of notification). The Board's decision in the appeal shall be final. The Faculty Member may be represented by the Federation.

D. A standard appointment shall continue indefinitely unless terminated under the terms of this Agreement.

E. A temporary appointment may be made for the following reasons: (1) for positions funded under the terms of a grant; or (2) to fill a vacancy of a Faculty Member on leave of absence; or (3) to fill a vacancy when time does not permit following the screening and selection procedures; or (4) when the service is to be one (1) year or less.

1. A Faculty Member on temporary appointment may compete for a non-temporary appointment but is required to do so on an equal basis with any other qualified applicants, unless the screening process is waived by mutual agreement of the College and a majority of the Faculty of the program, academic department, or other area of specialization affected. If subsequently given a non-temporary appointment, seniority and its benefits under this Agreement shall date from the date of first temporary appointment if that service has been continuous and uninterrupted to the start of a non-temporary appointment.

2. The services of a Faculty Member holding a temporary appointment shall cease automatically at the end of the specific term unless terminated earlier at the sole discretion of the College.

3. A temporary appointment may be extended beyond one (1) year if the conditions under which the appointment was originally made continue to exist.

F. An academic year Faculty Member intending to resign at the conclusion of the spring semester shall notify the College in writing no later than April 15, and intending to resign at the conclusion of the regular fall semester shall notify the College in writing no later than October 15. Any exceptions requested by the Employee may be granted at the discretion of the Board.

A calendar year Faculty Member intending to resign shall notify the College in writing no later than three (3) months prior to the intended effective date. Any exceptions requested by the Employee may be granted at the discretion of the Board.

ARTICLE VII - EVALUATION

A. The purpose of this procedure is to evaluate periodically the professional performance of a Faculty Member in his primary area of responsibility. Satisfactory performance is performance of responsibilities clearly within the acceptable standards for the Faculty of the College.

B. Procedure -

1. To administer this Article, a comprehensive evaluation for all Faculty employed prior to July 1, 1983, may include any techniques used in the Faculty Member's approved annual objectives since July 1, 1979, or since July 1, 1978, if requested by the Faculty Member, or since July 1, 1977, if requested by a Faculty Member. Student evaluations will also be used. To evaluate the Faculty Member on standard appointment, the division dean or other immediate supervisor may select (1) one of those techniques or once per year or once every two (2) years classroom observation, and the Faculty Member shall select at least one (1) other. To evaluate the Faculty Member not on standard appointment, the division dean or other immediate supervisor may select three (3) of those techniques and the Faculty Member may select any other technique(s).

2. The primary area of responsibility of a Faculty Member appointed on July 1, 1983, or thereafter, will receive a comprehensive evaluation through student evaluations plus the following techniques, as appropriate:

(a) Classroom observation by a peer.

(b) Classroom observation by the division dean or immediate supervisor.

(c) Evaluation of course materials by a peer.

(d) Evaluation of course materials by the division dean or immediate supervisor.

(e) Videotape of classroom teaching by a peer.

(f) Videotape of classroom teaching by the division dean or immediate supervisor.

(g) Interviews of students by a peer.

(h) Interviews of students by the division dean or immediate supervisor.

(i) Qualified external evaluators observing Faculty in performance of their primary area of responsibility in off-campus locations.

(j) Evaluation based on Position Guide for librarians, counselors, and professional assistants.

(k) User evaluation for librarians, counselors, and professional assistants.

(l) Grade distribution interpretation.

The division dean or other immediate supervisor may select three (3), as appropriate, from among those listed above and the Faculty Member may select any other(s). If the Dean or immediate supervisor selects classroom observation as a technique, the Dean may observe the Faculty Member on a yearly basis.

3. Anything herein to the contrary notwithstanding, any techniques of evaluating a Faculty Member's performance that have been mutually agreed upon may be used in lieu of, or in addition to, those previously used or contained in this Article.

4. For a comprehensive evaluation, the appropriate division dean shall prepare a report summarizing the Faculty Member's performance covering the period of time since the last comprehensive evaluation. Any areas of weakness shall be detailed in writing to the Faculty Member and the appropriate division dean or other immediate supervisor shall suggest specific activities to be conducted to improve performance.

5. If the comprehensive evaluation results in an overall judgment of unsatisfactory performance, the procedures outlined in Article X shall be followed.

C. Evaluation Forms -

1. The College may use any forms, including narrative and/or commentary forms, used since July 1, 1978, to evaluate a Faculty Member in order to administer this Article.

2. The Faculty may use any appropriate student evaluation form approved in their annual objectives since July 1, 1978, and Faculty appointed on July 1, 1980, or thereafter, shall use one (1) of the approved standard student evaluation forms approved by their division dean or immediate supervisor. Any other forms to be used shall be mutually agreed upon. The form(s) selected by a Faculty Member to gather student evaluations may not be changed unless they have been concurrently used for at least one (1) semester to provide comparison of the results. Student evaluation forms must be administered by the Faculty Member in an impartial manner and returned to the division dean for tabulation and/or review.

3. A Faculty Member on standard appointment may select the Cornell Inventory for Student Appraisal of Teaching and Courses or the Endeavor Instructional Rating System or the Instructional Improvement Questionnaire or a student evaluation form used by another Faculty Member in that Faculty Member's department for similar courses. If such a selection is made to evaluate that Faculty Member, the division dean or immediate supervisor may then select an additional technique from the techniques previously approved in the Faculty Member's 1977 or 1978 or 1979 annual objectives.

4. Any Faculty Member eligible to use narrative, essay, or short answer student questionnaires shall be responsible for an accurate and detailed summary of the results after the division dean or immediate supervisor has had the opportunity to review all the narratives, essays, or short answers.

D. Schedule -

1. A Faculty Member on temporary or initial appointment shall receive a comprehensive evaluation annually which shall include student evaluations every semester of each different course or two (2) sections whichever is greater plus the selection from among the techniques described above.

2. A Faculty Member on standard appointment shall receive a comprehensive evaluation spread over a maximum of two (2) years with a biennial report covering the period since the last comprehensive evaluation. Teaching Faculty on standard appointment shall have students evaluate their classroom teaching in four (4) sections over a two (2) year period, with no more than two (2) sections in any given semester which might include fall extension term or summer session. The semester(s) shall be selected by the division dean or immediate supervisor. The section(s) may be selected by the Faculty Member provided that each one over the two (2) years is a different course, where possible.

3. A Faculty Member on standard appointment may request and receive an annual comprehensive evaluation.

4. Evaluation Year -

a. Faculty Members on temporary contracts must be given comprehensive evaluations at the end of terms of their contracts. Faculty Members on initial contracts will be given comprehensive evaluations, the evaluation cycles for which end on November 15 of the second year, November 15 of the fourth year and November 15 of the fifth year (or December 31 of the fourth year for those faculty employed prior to July 1, 1986). The comprehensive evaluations shall be made available to Faculty Members on initial contracts one (1) month after the evaluation cycle ends.

b. Faculty on standard appointment - Faculty in Group 1 evaluated for the first time under this Agreement shall receive a comprehensive evaluation covering the period of April 1, 1986 to March 31, 1988. The next evaluation period shall be April 1, 1988 to March 31, 1990. The comprehensive evaluation by the appropriate division dean shall be made available to the Faculty Member by Commencement. Faculty in Group 2 evaluated for the first time under this Agreement shall receive a comprehensive evaluation covering the period of November 1, 1986, to October 31, 1988. The next evaluation period shall be

November 1, 1988, to October 31, 1990. The comprehensive evaluation by the appropriate division dean shall be made available to the Faculty Member by the last day of the fall semester. The determination of group shall be by lot by division.

5. Within two (2) weeks of the beginning of each evaluation period, the Faculty Member and the appropriate supervisor shall declare the techniques and forms to be utilized during that period.

E. Anything herein to the contrary notwithstanding, nothing in this Article shall restrict the right of the College to administer Article X.

ARTICLE VIII - PROMOTIONS

A. Faculty Members to be promotable are expected to provide excellent service in their area of professional competence.

B. Promotion to Assistant Professor - Candidates for the rank of Assistant Professor may apply for promotion no earlier than during the fourth year in rank as an instructor or during their second year in rank as an instructor if the faculty member has (4) four years of equated professional service. To be considered for promotion, candidates for the rank of Assistant Professor must demonstrate excellence in their primary area of responsibility, professional growth which may take forms other than earning advanced degrees or additional credits, a contribution in: service to students or college service and, for those faculty employed prior to July 1, 1986, hold an appropriate master's degree from a regionally accredited college or university unless teaching in a technical department.

C. Promotion to Associate Professor - Candidates for the rank of Associate Professor may apply for promotion no earlier than during their fourth year in rank as Assistant Professors. Only those who have standard appointments or have been a full time Faculty Member for a continuous five (5) year period may apply. To be considered for promotion, candidates for the rank of Associate Professor must demonstrate excellence in their primary area of responsibility, significant professional growth which may take forms other than earning advanced degrees or additional credits, a continuous contribution in: service to students or college service and, for those faculty employed prior to July 1, 1986, hold an appropriate master's degree from a regionally accredited college or university unless teaching in a technical department.

Promotion to the rank of Associate Professor is reserved to those whose performance as Assistant Professors is deemed to be distinguished.

Faculty promoted to the rank of Associate Professor receive a one (1) time promotion award (as outlined in Appendix A). The promotion awards are in the form of a one (1) time, lump sum payment and are not added to the base salary of a Faculty Member.

D. Promotion to Professor - Candidates for the rank of Professor may apply for promotion no earlier than during their fourth year in rank as Associate Professors. Only those who have standard appointments or have been a full time Faculty Member for a continuous five (5) year period may apply.

To be considered for promotion, candidates for the rank of Professor must demonstrate excellence in their primary area of responsibility, significant professional growth which may take forms other than earning advanced degrees or additional credits, excellence in the on-going performance of service to students, or the College, and hold an appropriate master's degree from a regionally accredited college or university. However, Faculty Members employed on a full time basis prior to July 1, 1983 must have a master's degree if not teaching in a technical department. Promotion to the rank of Professor is reserved to those whose performance as Associate Professors is deemed to be distinguished.

Faculty promoted to the rank of Professor receive a one (1) time promotion award (as outlined in Appendix A). The promotion awards are in the form of a one (1) time, lump sum payment and are not added to the base salary of a Faculty Member.

E. Promotion of a Technical Assistant or Professional Assistant to Level II - Technical Assistants and Professional Assistants may apply for promotion to Level II no earlier than during their fifth continuous year of full-time employment in their current positions. To be considered for promotion, candidates must demonstrate excellence in their primary area of responsibility, professional growth, and continuous contribution in service to students or College services. No more than three (3) Technical Assistants or Professional Assistants may be promoted in 1987-88 and no more than two (2) in any year thereafter.

Technical Assistants and Professional Assistants may apply for promotion for the first time during 1987-88 to have the promotion effective for the academic year 1988-89.

In any year of this Agreement if the number of Technical Assistants or Professional Assistants eligible and determined promotable exceeds the limit, the promotions shall be granted in the order of seniority in rank of the promotable Technical and Professional Assistants and those with insufficient seniority shall head the list for succeeding years in order of seniority in rank and shall not be required again to be reviewed for promotion. The same process shall be followed each year with the exception that those already listed shall first be promoted and those newly deemed promotable, if there is no vacancy, shall, in the order of their seniority in rank, be added to the bottom of the existing list, if any.

Technical Assistants and Professional Assistants promoted to Level II receive a one time promotion award (as outlined in Appendix A). The promotion awards are in the form of a one time amount added to the Technical Assistant/Professional Assistant's base salary.

F. The number of vacancies for the ranks of Associate Professor and full Professor will be declared by action of the Board by November 15 of each year. There is no limit to the number that may be promoted to the rank of Assistant Professor. In no year shall this number be less than five (5) for the rank of Associate Professor and four (4) for the rank of Professor during the term of this Agreement. In any year of this Agreement if the number of Faculty Members eligible and determined promotable exceeds the number of vacancies declared by the Board, the promotions shall be granted in the order of the seniority in rank of the promotable Faculty Members and those with insufficient seniority shall head the list for succeeding years in order of seniority in rank and shall not be required again to be reviewed for promotion. The same process shall be followed each year with the exception that those already listed shall first be promoted and those newly deemed promotable, if there is no vacancy, shall, in the order of their seniority in rank, be added to the bottom of the existing list, if any.

G. Candidates for promotion must submit an application form and supporting documentation to the Personnel Office by October 15 of the year in which they wish to be considered. Candidates for promotion are responsible for the contents of promotion applications. Their personnel files should be as current as possible. In addition, their applications should contain as much relevant information as possible to show that they have indeed provided distinguished service. It is recommended that each promotion application be accompanied by a full resume and should include documentation of any information not already a part of the official personnel file.

By November 1, the Dean of the division (or in Student Affairs the Director of the Department) will solicit written comments on the candidate's application from faculty already at or above the rank for which the candidate is applying. These comments will become a part of the candidate's promotion file, and shall be removed before the promotion file becomes part of the candidate's personnel file. A Faculty Member has the right to refuse to provide written comments.

By December 1, the Dean of the division will transmit in writing a recommendation supporting or not supporting the candidate's promotion to the Vice-President for Academic Affairs, or in the case of Student Affairs, the Director of the Department to the Vice-President for Student Affairs. The Dean/Director will inform the candidate of his/her recommendation at the same time.

By February 1, the Vice-Presidents will transmit to the President their recommendations for candidates to be promoted.

By March 1, the President will transmit his recommendations to the Board of Trustees for action at its next regularly scheduled meeting and notify all applicants of his recommendations.

By April 1, the candidates not recommended for promotion shall receive a detailed explanation for the non-recommendation in writing, with recommendations for improvement in performance that, once accomplished, will enhance the probability of a favorable recommendation.

H. Candidates not recommended for promotion who allege such determination was unjustified shall have access to the grievance procedure.

I. A promotion procedure will be developed which allows Technical Assistants and Professional Assistants to be promoted into another level. The system will go into effect 1988-89.

ARTICLE IX - WORKLOAD

A. Work Year -

1. Academic Year - Employees on academic year appointment shall work an academic year consisting of (a) the regular fall semester including examination days; (b) three (3) additional weekdays scheduled immediately prior to the beginning of fall classes and no later than Thanksgiving with at least one (1) scheduled immediately prior to the beginning of fall classes; (c) the regular spring semester including examination days and commencement; and (d) two (2) weekdays scheduled immediately prior to the beginning of spring classes and no later than the beginning of the spring break with at least one (1) scheduled immediately prior to the beginning of spring classes. Newly appointed academic year Faculty may be scheduled for an additional two (2) weekdays no earlier than two (2) days immediately prior to the time when returning academic year Faculty report for the regular fall semester and no later than the last examination day for the regular fall semester. Participation in any meetings or activities conducted at any time other than that stipulated as part of the academic year shall be voluntary on the part of academic year Faculty and such meetings or activities shall be mutually agreed upon and mutually scheduled.

2. Calendar Year - Employees on calendar year appointment shall work a twelve-month period that starts on July 1.

B. Teaching Faculty -

1. Teaching Faculty shall work an academic year.

2. Teaching Faculty shall be responsible for: (a) their teaching assignments; (b) attending all scheduled divisional, departmental, program, or all-college meetings which may be called by appropriate line administrators not to exceed five (5) hours per month; (c) academic advising; (d) two (2) student registration assignments per calendar year scheduled by mutual consent; (e) contributing to College Service; and (f) office hours.

3. College Service, which may take place on or off campus, includes a selection(s) from among the following: (a) activities related to the stated mission and annual goals of the College; (b) activities related to College and academic governance; (c) activities related to student service; (d) activities in the community related to service requested of the Faculty Member because of the Faculty Member's affiliation with the College; and (e) any other activities mutually agreed upon.

4. The teaching load for full-time teaching Faculty is thirty (30) instructor credit hours per academic year. Instructor credit hours shall be defined by the following ratios as they apply to credit courses: (a) One (1) scheduled lecture hour per week per semester = One (1) instructor credit hour; (b) Three (3) scheduled laboratory hours per week per semester = Two (2) instructor credit hours; (c) Three (3) scheduled hours per week per semester of academic conferences = Two (2) instructor credit hours; (d) As soon as four (4) different scheduled preparations of courses listed in the College Catalog, including 4f, 4g, and 4h below, total from twelve (12) instructor credit hours to fifteen (15) instructor credit hours = fifteen (15) instructor credit hours; (e) Six (6) scheduled nursing clinical hospital laboratory hours per week per semester = Five (5) instructor credit hours; (f) Direction/Production of a play having a running time of at least one (1) hour = three (3) instructor credit hours; (g) Direction/Production during a semester of a concert having a performing time of at least forty-five (45) minutes and at least two (2) performances in the community = Three (3) instructor credit hours; (h) Operation/Management during a semester of the College radio station with at least thirty (30) hours a week of on-air/cable time = Three (3) instructor credit hours; (i) Twenty-four (24) student credit hours in the College-at-Home Program = One (1) instructor credit hour; (j) Whenever a section has more than one (1) assigned Faculty Member, the number of instructor credit hours shall be divided by the number of faculty administratively assigned to that section according to a ratio of their respective responsibilities; and (k) Two (2) scheduled laboratory hours per week = one (1) instructor credit hour for trade and industrial skill training classes. (Full time Faculty employed prior to July 1, 1983 will continue to have three (3) scheduled laboratory hours = two (2) instructor credit hours); and (l) Two (2) or more different credit free courses totaling thirty-five (35) lecture contact hours = one (1) preparation.

5. Teaching Faculty are not required to be on campus unless meeting their responsibilities as defined in this Article.

6. When a class is administratively established in excess of the number of students as per Appendix B, attached hereto and made a part hereof, the instructor credit hours as defined above will be multiplied by the appropriate factor listed below except that when a Faculty Member requests additional students and the College concurs the factor listed below shall not apply. The size of the class enrollment shall be determined after the publication of the list following the end of the refund period.

Excess Number of Students	Factor
1 - 7	1.2
8 - 14	1.4
15 - 21	1.6
22 - 28	1.8
29 - 35	2.0
36 - 42	2.2
43 - 49	2.4
50 - 56	2.6
57 - 63	2.8
64 - 70	3.0

7. Innovative Practices - Anything herein to the contrary notwithstanding, different class or schedule arrangements that have the mutual approval of the College and the Faculty Member may be assigned as requested by either a Faculty Member or the College.

8. Technology - Anything herein to the contrary notwithstanding, the utilization of new technology that results in different or innovative class or schedule arrangements that have the mutual approval of the College and the Faculty Member may be assigned as requested by either a Faculty Member or the College.

9. Internship - Any course approved by the College containing the term internship in its title shall use the following formula to determine the equivalent instructor credit hour: (a) Instructor Credit = [(Average travel time in hours per student round-trip visit + average supervision time in hours per student visit + average report writing and telephoning, etc. time in hours per student visit) (average number of visits per student per semester) (number of assigned students at end of the refund period) + scheduled seminar time in hours per semester + (Average placement time in hours per student) (number of assigned students at end of the refund period)] ÷ 35; (b) If there is no scheduled seminar or placement time as part of an internship course, no allowance shall be given for seminar time, seminar preparation time, or placement time, respectively; (c) Maximum allowances for the purposes of this formula, regardless of the amount of time actually spent or visits made shall be:

travel time = 1 hour
supervision time = 1 hour
report writing, telephoning, etc. time = 0.5 hour
placement time = 1.5 hours
student visits = application of the following table:

Intern course credits	Maximum number of visits for formula
1	1
2	2
3	3
4	3.5
5	4.0
6 or above	4.5

(d) Time and visits in the above formula shall be determined by the Faculty of the program, academic department, or other area of specialization up to the maximum allowance stated above, but documentation must be available to substantiate the time amounts and visits used in the formula.

10. Anything herein to the contrary notwithstanding, no Faculty Member shall, without his consent, be assigned a workload which requires more than four (4) different course preparations per semester for courses listed in the College Catalog, including 4f, 4g, and 4h above, unless the instructor credit hours are fewer than twelve (12). If a course in English as a Second Language or foreign language has fewer than twelve (12) students, the course shall count as one-half (1/2) a preparation. However, an overload course may constitute an additional preparation. Other than ESL or foreign language, a course with seven (7) or less students will not constitute a preparation. In cases where two or more Faculty Members teach the same section of a course, the number of course preparations shall be equated on the basis of dividing the preparation by the number of people teaching the section according to a ratio of their responsibilities.

11. An excess of the teaching load as defined above will be considered an overload. Overloads shall be compensated at the overload rate for the rank of the Faculty Member involved. Unless other exceptions are agreed to by the Federation and the College, the maximum load shall be twenty-one (21) credits per semester, including full load and overloads from all sources except College-at-Home program students, College Senate committee chairmanships, and credit free and non credit courses where and if applicable. Overloads cannot be assigned without consent of the Faculty Member involved, except that a maximum overload of two (2) credits per year may be required if it is not otherwise possible to avoid an underload. Credit free and non credit courses assigned as overloads are not based on seniority or other priority measures. Credit free and non credit courses assigned as overloads are with the consent of the Faculty Member and at the discretion of the appropriate Dean. The Faculty Member who accepts responsibility for teaching an overload does so with the full knowledge that the additional assignment cannot interfere with the Faculty Member's regular responsibilities.

12. Anything herein to the contrary notwithstanding, there will be no loss in salary during that academic year for an underload except that no Faculty Member may receive compensation for an overload unless the total workload exceeds thirty (30) instructor credit hours for the academic year. In the event that the workload for the academic year does not equal thirty (30) instructor credit hours and the Faculty Member has received compensation during that academic year for an overload, then the difference shall be deducted automatically from the Faculty Member's paycheck(s) prorated over the pay periods remaining for that academic year.

13. No teaching Faculty Member shall, without his consent, be assigned a teaching schedule extending more than eight (8) hours from the start of his first class, exclusive of overload, or in foreign

language or E.S.L. courses be assigned to teach more than two (2) courses scheduled as one (1) section without a professional assistant or qualified student assistant in day sections of foreign languages, or be assigned to a work week of more than five (5) days or for more than two evenings per week unless circumstances involving class cancellations, student or program needs, or Employee availability require otherwise or by mutual approval of the College and the Faculty Member. The College shall attempt to schedule Faculty Member's classes during the day to the extent that the best qualified instructors are available.

14. Released time may be assigned or requested for providing (a) department or program coordination; (b) significant College service; (c) administrative services; (d) developmental activities; and (e) instructional innovations. The amount of released time and the job description shall be determined by the College in consultation with the Federation but no Faculty Member may be assigned any of the above responsibilities without his consent. For the purpose of equating credit hour equivalencies, forty (40) clock hours shall equal one (1) instructor credit hour.

15. All teaching Faculty Members shall post and maintain a sufficient number of office hours per week on campus to ensure their reasonable availability to the students they serve. A copy of the schedule of office hours during which the Faculty Member is available shall be provided to the appropriate dean or program director within five (5) working days of the start of each semester. Faculty who have off campus clinical responsibilities may post and maintain up to fifty per cent (50%) of their office hours at the off campus setting.

16. Anything herein to the contrary notwithstanding, in discharging its responsibility to maintain a full load for teaching Faculty, the College may assign the following as appropriate and to the extent the teaching Faculty is qualified and provided that such courses are available: evening courses; Saturday courses; College-at-Home Program courses; non-credit courses; late fall courses; and courses in another division or department.

17. Advising - a. All teaching Faculty shall be responsible for providing academic advising each semester for a maximum of forty (40) assigned students, not more than thirty (30) of whom shall be full time. A Faculty Member who is assigned to advise during a semester more than forty (40) students as defined above shall be compensated at the end of the semester at the rate of $5.00 per student actually advised in excess of the above.

b. Technical students shall first be assigned to Faculty of their program, up to the maximum as stated above, and then assigned to other Faculty. This does not preclude assigning a technical Faculty Member more than the maximum of technical students.

c. The student is encouraged to explore life goals and explore realistic educational goals. The Faculty Member's advising responsibilities are: (1) exploring career and educational goals with his advisees; (2) providing advice based on the College Catalog and any subsequent revisions concerning program and degree requirements for graduation including course requisites and course sequencing; (3) making reasonable efforts to encourage assigned advisees to take advantage of advising services; (4) establishing such additional office hours as are necessary at appropriate times of the semester; and (5) assisting assigned advisees construct a schedule of classes with the understanding that the final schedule is the responsibility of the student.

18. Course design, instructional techniques, and materials including text shall be established by the teaching Faculty Member assigned to the course.

Every course taught on campus must have a course outline and syllabus, or the combination of the two, on file in the division office. Course outlines are meant to describe the nature and conceptual basis of the course and should therefore include a description of the course, a topical outline or topics to be taught, the name of course text(s) and other materials, and methods of evaluation. In multi-section courses, all full-time Faculty Members involved in the teaching of these courses shall prepare the course outline. Course syllabi are to be designed so that they are appropriate for student use and include explicit grading standards, a sequential treatment of course topics, not necessarily by date, and assignments when known. The detailed designs of a given course outline are to be established by the Faculty member and submitted to the immediate supervisor three (3) weeks after the beginning of each semester.

19. Overload courses during the calendar year excluding the summer sessions shall be offered and, if such courses run, be guaranteed to qualified teaching Faculty according to guidelines developed with the mutual approval of the College and the Federation taking into account seniority, previous overload assignments, and the course schedule on the day classes begin as contained in Appendix D attached hereto and made a part hereof. Also, where there is a choice of overloads, the division Dean's assignment shall prevail. Any Faculty Member notified of intent not to continue employment according to Article X (Just Cause) may be denied overload courses.

20. The College shall consult with the teaching Faculty prior to the preparation of the class schedule and provide an opportunity to review the tentative class schedules prior to publication. The College shall have the right to make any necessary subsequent adjustments.

21. Teaching Faculty shall assist in reviewing applications from candidates seeking to teach credit courses on a part-time basis within that Faculty Member's program or department and make recommendations concerning the qualifications for employment. Written recommendations shall become part of the personnel file. The College shall provide each program or department with a list of all part-time instructors teaching within the area of that program or department and of the subject(s) being taught by each. Course objectives and textbook titles must be made available to the Dean by teaching Faculty in adequate time so that the Dean may share the objectives and titles with the part time instructors.

22. a. Anything herein to the contrary notwithstanding, where an express condition of employment, Faculty teaching non-credit, credit free, occupational, trade and industrial skill-training classes shall be assigned up to thirty (30) instructional contact hours per week plus the other responsibilities of a teaching Faculty Member. This ratio applies to both courses on an overload basis or underload basis.

b. Anything herein to the contrary notwithstanding, Faculty hired to teach in the Center for Business and Industry credit free lecture courses shall have their load determined by following the provisions of Article IX - B-4 and B-11.

c. Anything herein to the contrary notwithstanding, Faculty hired for the above shall work, as determined by the College, an academic year, or a calendar year, or a year that begins at any other time, or on a prorated basis for a portion of any of the above.

C. Student Services Personnel -

1. The Student Services Personnel shall be considered as constituting a division for all purposes under this Agreement. With the exception of Article IX, Section B paragraph 2b and 2f, and paragraph 17, Student Services Personnel with academic rank shall have the rights and responsibilities of teaching Faculty Members. Counselors shall work an academic or calendar year as determined at the time of original employment or by mutual consent.

2. Counselors shall be available to work forty (40) hours per week. Any time scheduled in a week beyond forty (40) hours shall be compensated at the overtime rate as described in Appendix A or as compensatory time if compensatory time can be scheduled at the mutual convenience of the Employee and the College.

3. Counselors may be assigned to evening work on a rotating basis to provide services for evening students unless otherwise mutually determined by the counselor and the appropriate dean and may be assigned to work no more than one Saturday per year.

4. Counselors may be assigned academic advising as part of their scheduled responsibilities.

D. Learning Resources Center Personnel -

1. The Learning Resources Center shall be considered as constituting a division for all purposes under this Agreement. LRC personnel appointed prior to July 1, 1980, with the exception of the three personnel with the following titles: Cataloger/Bibliographer, Coordinator of Information Services and Coordinator of Audio Visual Services, shall work a calendar year unless mutually agreed to change to an academic year.

2. Learning Resources Center personnel shall be scheduled to work thirty-seven and a half (37-1/2) hours per week. The Cataloger/Bibliographer, Coordinator of Information Services and

Coordinator of Audio Visual Services will work a calendar year with a reduced load (thirty (30) hours a week) for thirteen (13) weeks in the summer. Any time scheduled in a week beyond thirty-seven and a half (37-1/2) hours shall be compensated at the overtime rates as described in Appendix A or as compensatory time if compensatory time can be scheduled at the mutual convenience of the Employee and the College. Employees shall be given forty-eight (48) hours notice before any schedule change, unless in emergency situation.

3. Learning Resources Center personnel may be assigned to evening and weekend work on a rotating basis to insure services for students who wish to use the LRC during these periods unless otherwise mutually determined by the affected Employees and the appropriate dean. LRC personnel shall not be required to work more than five and a half (5-1/2) days per week, nor more than seven and a half (7-1/2) consecutive hours a day unless the College is on a four (4) day week to conserve energy.

4. Two fifteen (15) minute breaks, one (1) during the first three and a half (3-1/2) hours of the work period and a second during the next three and a half (3-1/2) hours of the work period shall be scheduled at the mutual convenience of the Employee and the supervisor. When the College is on a four (4) day week to conserve energy, each break shall be twenty (20) minutes.

E. Professional Assistants and Technical Assistants - Professional Assistants and Technical Assistants appointed on July 1, 1980, or thereafter work an academic year or a calendar year as determined by the College. Professional Assistants and Technical Assistants appointed prior to July 1, 1980, shall work an academic or calendar year as determined by their status immediately prior to July 1, 1980.

1. Professional Assistants and Technical Assistants shall be scheduled to work thirty-seven and a half (37-1/2) hours per week. Any time scheduled in a week beyond thirty-seven and a half (37-1/2) hours shall be compensated at the overtime rate as described in Appendix A or as compensatory if compensatory time can be scheduled at the mutual convenience of the Employee and the College.

2. Professional Assistants and Technical Assistants may be assigned to evening or weekend work. This shall be on a rotating basis where there is more than one person performing the same function. Professional Assistants and Technical Assistants shall not be required to work more than five and a half (5-1/2) days per week, nor more than seven and a half (7-1/2) consecutive hours a day unless the College is on a four (4) day week to conserve energy.

3. Two (2) fifteen (15) minute breaks, one (1) during the first three and a half (3-1/2) hours of the work period and a second during the next three and a half (3-1/2) hours of the work period shall be scheduled at the mutual convenience of the Employee and the supervisor. When the College is on a four (4) day week to conserve energy, each break shall be twenty (20) minutes.

F. Calendar Year Employees - Holidays -

1. Calendar-year Employees shall be granted, without loss of pay, ten (10) holidays per year. These holidays shall include: January 1, President's Day, Good Friday, Memorial Day, July 4, Labor Day, Thanksgiving Day, the day after Thanksgiving, the day before Christmas, and Christmas Day.

2. Whenever any of these holidays fall on a Saturday or Sunday, and State authorities transfer its observance to another day, then that day will be considered a day off. Whenever a holiday falls on a Saturday or Sunday, and State authorities do not transfer the holiday, the employees indicated above will be granted a compensatory holiday, the time of which will be at the discretion of the President or his designated representative.

G. When the use of professional assistants provides the necessary support for a particular workload definition or the use of work-study students provides the necessary support for a particular workload definition in lab science courses, the Faculty Member shall not be required to continue that instructional method or approach in the absence of that support.

H. The rate of travel reimbursement shall be no less than twenty-two (22) cents per verified mile for employees using their own cars.

I. Employees shall not be given work assignments beyond a thirty-five (35) mile radius of the Bethlehem Township campus of the College except by mutual consent of the College and the Employee unless such assignment is an express condition of employment.

1. Employees on assignment to off-campus locations where not an express condition of employment shall be eligible for travel reimbursement according to section H above for the round-trip distance from their place of residence to the off-campus location, minus round-trip distance from their place of residence to the College.

2. Nursing Faculty required to post clinical assignments in the hospital setting will be reimbursed according to Section H above.

3. Employees on assignment to off-campus locations where not an express condition of employment shall be eligible to have the travel time in clock hours compensated at the overload rate with forty (40) clock hours equaling one (1) instructor credit hour. This excludes internship assignments and assignments where the Employee is going directly from place of residence to the off-campus location within a thirty-five (35) mile radius of the Bethlehem Township campus of the College. The clock hours shall be determined by the round-trip travel time between the Employee's place of residence and the off-campus location, minus the round-trip travel time between the Employee's place of residence and the College also, minus five (5) clock hours per semester. The travel time is the quotient of the distance in miles by the shortest route divided by the posted speed limits over that route.

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J. Whenever Faculty Members are required by the College to participate during working hours in negotiations, conferences, or meetings pertaining to this Agreement, they shall suffer no loss in pay or other benefits.

K. Employees shall be permitted to attend professional conferences with no loss in salary or other benefits. The Board shall reimburse the Employee for expenses according to Board policies.

L. In addition to their regular responsibilities, all Faculty shall engage in activities that will result in professional growth.

M. 1. Qualified Faculty may teach available courses during the summer term at the overload rate in Appendix A according to the guidelines contained in Appendix C attached hereto and made a part hereof.

2. During the period between Commencement and the start of the regular fall semester Faculty working an academic year shall be considered as part-time employees when accepting assignments and if teaching courses they shall:

(a) maintain no less than one (1) office hour on campus per course per work week for students or establish no less than one (1) hour per course per work week to be available by telephone to assist students outside of regular class time, and

(b) notify their division dean if unable to meet a scheduled class and inform the dean of acceptable alternative arrangements to make up the time, or provide collegial coverage. If a Faculty Member teaching during the summer term does not meet the scheduled number of classes and does not receive approval for an alternate make-up arrangement, a prorated salary adjustment will be made for that portion of responsibilities not met.

3. Any Faculty Member found during the summer term to be unsatisfactory or in neglect of duty may be denied summer term assignments.

4. The maximum load from all sources that may be carried by a Faculty Member during the period between Commencement and the start of the regular fall semester shall follow the guideline as contained in Appendix E as attached hereto and made a part hereof.

5. If the College elects to evaluate a Faculty Member under Article VII during the summer sessions, they shall count as a regular semester and the conditions contained in Article VII shall prevail.

6. Nothing related to services during the summer sessions, other than routine record keeping materials such as payroll information, shall be placed in a Faculty Member's personnel file except evaluation materials under Article VII, if applicable.

7. This Section M shall constitute the terms and conditions of employment of a Faculty Member during the summer session assignments.

N. Appropriate notification procedures as established in writing by each division dean shall be followed in arranging for the dismissal of classes or laboratories, appointments or assignments to be missed in the event of personal days, an emergency, or illness.

ARTICLE X - JUST CAUSE

A. A Faculty Member may be discharged, suspended, or otherwise disciplined by the President or his designee only for just cause. This does not preclude the provisions for the termination of Faculty under Article VI (Appointment of Faculty) or under Article XII (Retrenchment).

B. A Faculty Member may be relieved of his duties (interim suspension) with pay for a maximum of fifteen (15) days pending final action when deemed necessary by the College for the protection of the Faculty Member or the interests of the College. At the conclusion of the interim suspension or after fifteen (15) days (whichever comes first), the Faculty Member must be reinstated or come under the conditions of paragraph A above.

C. Anything herein to the contrary notwithstanding, actions taken under Section A of this Article need not conform to the provisions of Article VI (Appointment of Faculty) or Article XII (Retrenchment).

D. The Faculty Member shall have the right to grieve, within fifteen (15) College days of the date of notice of the final sanction imposed by the College, the reason for the action solely by means of and in compliance with all the provisions of Article XIV - Grievance Procedure starting at Step 2 under Article XIV(D).

ARTICLE XI - SENIORITY

A. 1. Seniority is the total years of continuous service in the full-time employment of the College.

2. For Faculty Members whose effective date of full-time employment precedes July 1, 1979, seniority shall be calculated from the date of continuous appointment by the Board. If this date is the same for two (2) or more Employees, the acceptance date of the appointment shall govern. If this date is the same for two (2) or more Employees, the date of application shall govern.

3. For Faculty Members whose effective date of full-time employment is subsequent to June 30, 1979, seniority shall be calculated from the effective date of full-time employment. If this date is the same for two or more Employees, lots shall be drawn by these Employees to determine their seniority ranking.

B. Employees who resign from employment at the College or who are not renewed and who are subsequently rehired shall receive no credit for prior service for purposes of sabbatical, promotion, or retrenchment.

C. 1. An Employee who left or leaves a position on the Faculty to accept a position as an Administrator shall have the unlimited right to return to a position in the bargaining unit.

2. Such person shall retain all rights previously accrued as an Employee and shall have continued to accrue seniority for all purposes of this Agreement during his service as an Administrator. Anything herein to the contrary notwithstanding, such return shall not then or thereafter result in the retrenchment of a member of the bargaining unit.

ARTICLE XII - RETRENCHMENT

A. An Employee may only be retrenched if there has been a significant drop in enrollment affecting the Employee's discipline or the services the Employee performs, or as a result of program elimination or curtailment, or by another Employee displaced for the above reasons.

B. Notification of the retrenchment of a Faculty Member shall be given to the Faculty Member on or before April 15 to be effective at the end of the academic or calendar year.

C. A retrenched Employee who cannot be employed by the exercise of seniority in his department or discipline shall, if he has the seniority, have the right to be employed within the bargaining unit in any other position within his area(s) of qualification(s). Area(s) of qualification(s) shall be defined as any area(s) in which the Employee has taught or performed services at the College or any area(s) in which the Employee meets the requirements for initial employment.

D. If an employee exercises the right in Part C above or is transferred or transfers into another area for any other reason, he shall, for the purposes of retention, be the least senior Employee with a standard appointment in the new area(s) of qualification. He shall, from the date of transfer, accrue seniority in the new area(s). Such an Employee shall retain and accrue College seniority for all other purposes, and may return to his original area when work becomes available with all accrued seniority.

E. Anything herein to the contrary notwithstanding, retrenchment of an Employee shall not occur if a position can be made available by the elimination of part-time and overload assignments and temporary and initial appointments for which the Employee is qualified as defined above.

F. An Employee who is retrenched and for whom no position exists shall be placed on a recall list and shall retain all rights, seniority, and benefits obtained to the date he was retrenched.

G. Recall shall occur whenever a full-time position becomes available and shall be in the inverse order of retrenchment and according to qualifications as defined above. Recalled Employees shall immediately begin to accrue additional seniority for all purposes of this Agreement.

H. Notification of recall shall be by certified letter. The Faculty Member shall have thirty (30) calendar days to respond. If he does not accept the position offered within the thirty (30) calendar days, he shall be considered resigned. The Faculty Member may not be required to return to College employment prior to the beginning of the next academic or calendar year. The Board is free to fill a position, using any appropriate method, while awaiting the return of a recalled Employee. It is the responsibility of the Employee to keep the College informed of his current address.

I. An Employee on the recall list who does not have comparable employment elsewhere shall continue to be eligible, for three (3) years, for tuition waiver for credit and non-credit courses at the College for himself, spouse, and dependent children for so long as he is not eligible for similar benefits by virtue of such other employment. The Faculty Member shall have the right to continue, for two (2) years, at no cost to the Board, health and dental insurance coverage provided or made available to Employees by the Board.

J. The Board shall provide the Federation with the seniority status of all Employees within forty-five (45) calendar days after the execution of this Agreement. Such list shall be distributed to each Employee. An Employee questioning his position on the seniority list shall notify the Board and the Federation of such question within sixty (60) calendar days after receipt of the seniority list.

K. Anything herein to the contrary notwithstanding, any Employee who is retrenched and does not have comparable employment elsewhere shall be given the first option in his area(s) of specialization for available part-time and overload assignments at the overload rate.

L. Anything herein to the contrary notwithstanding, an Employee who has reasonable expectation of being retrenched within three (3) years shall be given the opportunity to obtain the education or training necessary to meet the requirements of available positions. Such opportunity shall include, but not be limited to, reduced workload with no loss of salary or other benefits for the purpose of such education or training. Reduced workload shall be sufficient to allow the Faculty Member to meet the obligation of the courses being taken and such reduction shall not exceed two-fifths of normal workload.

M. Nothing in the Article is intended by the parties to adversely affect any rights or benefits to which such Employees may be entitled to under unemployment compensation or similar law or regulation, and neither party shall take any action to limit such benefits because of this section.

N. A Faculty Member who, in accordance with C above, lacks the qualifications to maintain a course load or provide the necessary services in the program, academic department, or other area of specialization may be retrenched.

O. The assumption of bargaining unit work by a supervisor shall not be used as justification for the retrenchment of a Faculty Member, nor result in the loss of compensation otherwise due a Faculty Member, nor result in the loss of potential compensation due a Faculty Member who wishes to exercise his rights under this Agreement.

P. This Article also applies to individuals who were retrenched prior to July 1, 1983.

ARTICLE XIII - PERSONNEL FILES

A. One (1) official personnel file is maintained by the College for each member of the Faculty. Materials within the files are divided into four (4) categories: application information, employment records, evaluations, and miscellaneous records of a Faculty Member's contributions. It is the responsibility of each member of the Faculty to keep his official records up to date and on file in the Personnel Office. Faculty Members may examine the material in their personnel files except for data requested by the College or supplied by the Faculty Member in connection with the Faculty Member's original employment. Examination of materials in the personnel files must be by appointment with the Personnel Office. The Personnel Office will provide access for examination of the materials on any day the College offices are open provided the time is reasonable for supervision and that the request is made twenty-four (24) hours in advance. The Faculty Member may have a copy of any material except for pre-employment materials. Copying shall be at the Faculty Member's expense unless waived by the College.

B. No document of a negative nature shall be placed in any Faculty Member's personnel file without the Faculty Member's prior knowledge. All documents shall be screened by the appropriate dean and by the personnel officer to insure they have been submitted by a responsible person who has first-hand knowledge of the information submitted. The Faculty Member shall be given a copy of the document and shall then sign and date the file copy of the document to attest that he has seen it and he has the option of entering refuting documents. Failure or refusal to sign the file copy of the document does not disallow it from being placed in the Employee's personnel file. A Faculty Member may indicate with his signature that he is doing so under protest. Such verification shall not necessarily imply agreement with the material or that its source was a responsible person having first-hand knowledge of the information submitted.

C. 1. Only those personnel who have an official right and reason for doing so may inspect a Faculty Member's file.

2. The Personnel Office will maintain a record of access to a Faculty Member's file which shall include the name of anyone except the personnel officer or designee inspecting a file, the date of entry, and the reason for inspection.

D. The Faculty Member shall be allowed to have placed in his personnel file information relating to his academic and professional accomplishments. Faculty Members and administrators are encouraged to place in personnel files information of a positive nature indicating special achievements, research performance, and contributions of an academic, professional or civic nature.

E. Any material placed in the personnel file subsequent to July 1, 1976 that is not treated in the manner specified herein shall be given no weight or consideration for any purpose whatsoever and at the Faculty Member's request shall be removed from the file.

F. The Faculty Member may challenge any material entered in his file subsequent to July 1, 1976 for reasonable and justifiable cause through the grievance procedure subject to the time limits stated therein and, if the challenge is sustained, the material shall be removed from the file.

ARTICLE XIV - GRIEVANCE PROCEDURE

A. Definitions -

1. A grievance may be of two (2) classes.

2. A Class A grievance is a complaint arising out of the interpretation, application, or violation of one or more of the express provisions of this Agreement.

3. A Class B grievance is a complaint involving any Faculty Member's work circumstances or an allegation of a breach, violation, misinterpretation, misapplication, inequitable or otherwise improper application of, or a deviation from a policy, practice or procedure which relates to wages, hours, or working conditions of Employees. A Class B grievance shall be appealable from Step 2 of this grievance procedure only to the Board whose resolution of the grievance shall be final and immediately implemented.

4. College days, as used in this procedure, shall mean any day on which College offices are open for normal business, not including Saturdays, Sundays, or scheduled holidays.

5. A grievant shall be a Faculty Member who has standing and lodges an allegation or complaint and/or the Federation.

B. Rights of the Grievant -

1. The grievant may be represented by the Federation at any step of this procedure.

2. No reprisals shall be taken against any Faculty Member for availing himself of the provisions of this Article.

3. All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the participants.

C. Other Conditions -

1. A grievance shall be lodged at its point of origin and the general procedures relating to that step shall apply. including the right of appeal.

2. No meetings or hearings of any grievance may be conducted by the College without notification to the Federation. The Federation shall have the right to have a representative present at such meetings or hearings to set forth its position. The Federation shall receive copies of all communications, other than privileged communications, related to any grievance.

3. The filing of any grievance or appeal from any step of this grievance procedure or the notice of any intent to arbitrate shall be accomplished within the time limits specified and, in the event such is not done, the administration's decision at the prior step shall be final and binding upon the parties and shall not be subject to further appeal provided, however, that the time limits may be extended upon the mutual written agreement of both parties. Failure to communicate a decision at any step of this grievance procedure within the specified time limits shall permit it to be advanced to the next step of the procedure, unless a longer period is established by mutual written consent.

4. Hearings and/or meetings under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. Whenever any hearings and/or meetings related to grievances are held during a Faculty Member's scheduled working time, all Faculty Members entitled to be present shall suffer no loss in pay or other benefits.

5. The grievant shall state the grievance in writing on the form mutually agreed upon by the College and the Federation. An appeal to Step 2 shall clearly state the class of grievance, the specific sections of the Agreement relied upon, and the remedy requested for a Class A grievance or the complaint or allegation and the remedy requested for a Class B grievance and may not be refiled later as a different class of grievance.

6. A grievance may be withdrawn without prejudice at any step. A grievance once withdrawn may not be reinstated.

7. Anything herein to the contrary notwithstanding, the College at its option may initiate a Class A grievance which may culminate in binding arbitration under mutually acceptable procedures.

8. The Federation may appeal a grievance at any step of this procedure and such appeal shall follow the procedure and time limits of that step.

D. Grievance Steps -

Step 1. The grievant shall present a grievance at the lowest administrative level having authority to dispose of the grievance within fifteen (15) College days after the occurrence or condition giving rise to the grievance or within fifteen (15) College days after the date on which the grievant learned or reasonably should have learned of the occurrence or condition, whichever is later. The administrative representative shall within ten (10) College days after receipt of the grievance to investigate the grievance, convene a meeting at which the grievant may present the grievance, and submit a written response to the grievant.

Step 2. If the grievance is not resolved at Step 1 within the time frame specified, the grievant may appeal the decision to the President or the President's authorized designee; provided, however, that no grievance may be processed at this step or any subsequent step unless it has been filed with the President within fifteen (15) College days after receipt of the written decision of the administator at Step 1. The President or the President's authorized designee shall have twenty (20) College days after receipt of a written grievance to investigate the matter, convene a meeting at which the grievant may present the grievance, and submit a written response to the grievant and the Federation.

Step 3. If a Class A grievance is not resolved in Step 2, only the Federation may, within fifteen (15) College days after receipt of the written decision of the President and/or authorized designee submit the matter to the American Arbitration Association for arbitration under its then rules. The decision of the arbitrator shall be final and binding upon the parties. The arbitrator shall not have the power to add to, subtract from, modify, or change any of the terms of this Agreement. The arbitrator's fees and those of the American Arbitration Association shall be shared equally by the Federation and the Board, but each shall bear its own costs of presenting its case to the arbitrator.

Step 3. If a Class B grievance is not resolved in Step 2, the grievant may, within ten (10) College days after receipt of the written decision of the President or authorized designee, submit a written appeal to the Board. The Instructional Services and Personnel Committee of the Board within twenty-two (22) College days after receipt of such appeal, shall convene a meeting at which the grievant may present the grievance. The Board, within fifteen (15) College days after the meeting, shall give the grievant and the Federation its written decision.

ARTICLE XV - PROPERTY RIGHTS

A. All property rights in books written, teaching aids developed (including workbooks, laboratory manuals, transparencies, tapes, films and the like) and equipment designed or invented, shall belong to the Employee(s) who shall have written such book or books, developed such teaching aids, or designed or invented such equipment, including any books, teaching aids or equipment written, developed or designed by an Employee in conjunction with his or her professional assignment with any released time or assigned project authorized or directed by the Board, or written, developed, or designed prior to becoming a Faculty Member. Such property rights shall, subject to the Board's joint property rights stated herein, include:

1. The right to publish for private profit and tne right to copyright any book, manual, or printed material.

2. The right to negotiate privately with any person, firm or corporations for the manufacture of any equipment or teaching aid, and the right to acquire any patent rights which may be obtainable thereon.

B. The property rights and joint projects of Faculty Members undertaken either as part of a teaching assignment, released or extended time or assigned projects, or on their own time, shall be shared by the participants in such manner as they shall agree. The Board and the Federation shall not be a party to any such agreements and shall be held harmless from any liabilities and disputes arising from such agreements. Notwithstanding, the property rights of any Employee(s) in any books, teaching aids, or equipment published, developed or designed by said Employee(s), the Board shall, to the extent that said books, teaching aid, or equipment was written or designed in conjunction with a released or extended time project have a joint property right therein.

C. Said joint property right shall entitle the Board to use or purchase said book, teaching aid or equipment regardless of copyrights or patents thereon and exclusive of any royalties, commissions, or other pecuniary profits to the applicable Employee(s) until such time as the Board has been reimbursed from said royalties, commissions or other pecuniary profit to the extent and amount that the Board paid for that part of the project which resulted in the creation of the book, teaching aid, or equipment, not to exceed the Employee's compensation and such other costs as may be involved in the project.

D. Once reimbursement for such released or extended time has been made, any joint property rights of the Board shall cease and all royalties, commissions, or pecuniary profit thereafter earned by the sale of said book, teaching aid, or equipment to any purchaser thereof shall belong exclusively to the Employee(s).

E. An Employee shall not realize a pecuniary gain from students of the College or from the College itself on any books, teaching aids, or equipment required or recommended for his classes except for royalties, commissions, or profits from commercial or university presses or production companies but excluding subsidy (vanity) presses, duplicating or printing companies and self production. Any books or teaching aids authored, edited, invented, or produced by the Employee and published, printed, or produced by the Employee himself or through subsidy publishing or production shall be made available to the students or the College at cost. An Employee shall be required to notify his Division Dean in writing whenever he requires or recommends purchase by students of the College of instructional materials or books in which he holds property rights.

ARTICLE XVI - OUTSIDE EMPLOYMENT

The College recognizes the right of Faculty Members as private citizens to engage in outside activities of a remunerative nature unless such employment adversely affects the performance of the Employee's college duties. All outside employment shall be reported to the appropriate dean at the time such employment commences.

ARTICLE XVII - FAIR PRACTICES

Neither the Board nor the Federation shall discriminate against any Faculty Member because of race, creed, color, national origin, sex, age (except as otherwise indicated herein), marital status, membership (or lack thereof) in the Federation, or legal activities on behalf of the Federation. Any alleged violation of this Article shall not be subject to the grievance procedure if the employee pursues a remedy at law.

ARTICLE XVIII - TOTALITY

The parties acknowledge that this Agreement represents the results of collective bargaining between the parties conducted under and in accordance with the provisions of Act 195 and constitutes the entire Agreement between the parties for the term of this Agreement or any extensions thereof and, therefore, agree that for the term of this Agreement, collective bargaining will not be requested on any other subject matter, issue or thing, whether specifically covered herein or wholly omitted herefrom, whether or not said subject was mentioned during the negotiations preceding the execution of this Agreement.

ARTICLE XIX - SEPARABILITY

In the event that any provision of this Agreement is or shall at any time be held to be contrary to law by a court of last resort of Pennsylvania or of the United States or by a court of competent jurisdiction from whose judgment or decree no appeal has been taken within the time provided for doing so, that provision shall be null and void, but all other provisions of the Agreement shall continue in effect. In such event, within ten (10) working days after the voiding of the provision, the parties shall meet for the purpose of negotiating a substitute provision. Such negotiations shall be subject to the conditions of Article XXI (Strikes).

ARTICLE XX - HEADINGS

Any heading preceding the text of the several Articles contained in this Agreement is inserted solely for the convenience of reference and shall not constitute a part of this Agreement nor shall the heading affect the meaning, construction or effect of the Article or Agreement.

ARTICLE XXI - STRIKES

During the term of this Agreement or any extension thereof the Federation shall not either directly or indirectly countenance, support, suggest or participate in any strike, work stoppage or slow down of any sort, nor shall there be any lockout on the part of the College.

ARTICLE XXII - RETIREMENT

A. All Faculty Members employed prior to July 1, 1986 are required to participate in their choice of one (1) of three (3) retirement programs: Pennsylvania Public School Employees Retirement, Teachers Insurance and Annuity Association, or State Employees Retirement System. Employees employed after July 1, 1986 are not eligible to participate in State Employees Retirement System.

B. Mandatory Retirement -

1. Members of the Faculty reaching age seventy (70) shall be retired and their services terminated on the first day of July next succeeding their reaching age seventy (70).

2. Upon approval of the Board, the services of any such Faculty Member affected above may be continued on a semester to semester basis after the effective retirement date.

C. Voluntary Retirement - Members of the Faculty who wish to retire at an earlier age than sixty-five (65), under provisions of the retirement system to which they belong, shall consult with the President or his designee with respect to the effective date of such retirement.

D. Early Retirement Incentive -

1. Complete Severance

(a) Eligibility

To be eligible an employee must have fifteen (15) years of continuous full time employment, or continuous full time employment since July 1, 1970, and have reached the age of fifty-five (55) by June 30 of the retirement year. All requests for early retirement must be made by January 1 for retirement at the end of a spring semester. A maximum of two (2) faculty members may take advantage of the early retirement incentive in any one (1) year unless the limit is waived by the Board. When more than two (2) faculty members seek early retirement in a given year, the youngest eligible faculty member will get preference.

Faculty members with standard appointments are eligible.

(b) Payment Schedule

Age*	Pay Out
55-59	2/3 of the faculty member's salary (the last salary the faculty member was paid.)
60-64	$250 x number of years of continuous full time employment at NCACC to a maximum of 20 years

(c) Fringe Benefits

Medical and dental coverage through the College carrier, including dependent coverage, at no cost to the Board, until age sixty-five (65) or eligible for Medicare/Medicaid.**

Tuition waiver for credit and credit free courses for retiree and dependents.

Cancellation of educational assistance loans of the retiree.

2. Partial Retirement

(a) Eligibility

To be eligible an employee must have fifteen (15) years of continuous full time employment, or continuous full time employment since July 1, 1970, and have reached the age of fifty-five (55) by June 30 of the retirement year. A faculty member must request the partial retirement option and gain approval of the administration. All requests for partial retirement must be made by July 1 for partial retirement effective at the the end of a fall semester, and by January 1 for retirement at the end of a spring semester.

The refusal of the administration to approve a request of a faculty member to exercise this option is not grievable. The administration will inform the faculty member of the reasons for not approving the request. The administration may not refuse approval of an eligible faculty member's request to exercise the option more than once. A maximum of four (4) faculty members may take advantage of the partial retirement option in any one (1) year unless the limit is waived by the Board. Faculty members with standard appointments are eligible.

(b) Conditions

A faculty member will reduce his workload to three-fifths (3/5) of a full teaching load, or the equivalent, and receive three-fifths (3/5) of his normal salary.

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In addition to the regular classroom instruction or the equivalent, the faculty member will continue to meet all other full time faculty responsibilities as outlined in the contract.

Once on partial retirement, faculty members will have the option to return to full time status upon the mutual agreement of the faculty member and the Board, provided that no one on full time status who holds a standard or initial contract is caused an underload. If underloads occur in future years, retirees must return to the 3/5 option portion of this incentive plan. Faculty choosing partial retirement and then returning to full time status are not eligible to apply for promotion or sabbatical leave until they have completed three (3) years of additional continuous full time service.

The provision of the partial retirement option applies only to full time faculty members, as defined under the collective bargaining agreement, immediately prior to requesting and being granted the partial retirement.

(c) Fringe Benefits

Faculty exercising this option will be eligible for all fringe benefits except sabbatical leaves. They will not be eligible for overload pay or promotion. Each year in Option II will be counted as three fifths (3/5) of an additional year of experience. All salary raises will be prorated on the basis of full time faculty salary increases when such raises are "across-the-board". If salary raises are on a percentage basis, the faculty member will receive the percentage raise on his three fifths (3/5) salary.

(d) Termination

If the administration wishes to terminate a faculty member who has exercised this option, all contract provisions must be followed.

(e) Conversion to Complete Severance Option

Faculty on partial retirement may exercise the complete severance option by following the procedures as outlined for complete severance. Each year on partial retirement will be counted as three fifths (3/5) of an additional year of experience for purposes of final payment.

* The age that is utilized is the age of the employee as of July 1 of the year the employee will enter retirement.

** "Eligible for Medicare/Medicaid" is defined as reaching the age of sixty-five (65) with the initial enrollment period being three months before or three months after an individual's sixty-fifth (65th) birthday. Should an individual not apply during this initial enrollment period he would not be permitted to continue to buy into the College's fringe benefit plans. Also, should the age for program eligibility be raised, the opportunity to purchase fringe benefits through the College after the age of sixty-five (65) would not be automatically extended, but rather will need to be again reviewed.

ARTICLE XXIII - SALARIES

A. Current Faculty Members -

1. The salaries to be paid and/or the increases to be granted to Faculty Members covered by this Agreement during the term of the Agreement shall be as set forth in Appendix A attached hereto and made a part hereof.

2. A salary increase for any year may be withheld from a Faculty Member who has been identified as performing unsatisfactorily during the previous year subject to the provisions of Article X.

B. New Faculty Members -

New Faculty Members shall be placed at a salary level not less than their equated years of experience.

ARTICLE XXIV - FRINGE BENEFITS

A. Retirement - A Faculty Member may choose one (1)of two (2) retirement programs: The Pennsylvania Public School Employee Retirement Plan, or the Teachers Insurance and Annuity Association Retirement Plan with the College Retirement Equities Fund option. Contribution by the Faculty Member to the TIAA plan will be five (5) percent of his annual salary for each year of this Agreement. The contribution of the College will be twelve (12) percent. Contributions by the Employee and the College to the Pennsylvania Public School Employees Retirement Plan shall be in accordance with the state regulations governing participation in the plan.

B. Social Security - The College shall continue Social Security (FICA) participation for Employees.

C. Disability Insurance - The College shall provide a disability plan, as contained in Policy No. D-2206 (TIAA) or equivalent policy from another carrier, which pays sixty (60) percent of the Faculty Member's salary up to a maximum of $2,000 a month in the event of total disability, commencing three (3) months from the date of the disability and continuing until recovery or age sixty-five (65). Included in this plan shall be a waiver of premium for the retirement plan to guarantee the disabled Faculty Member his regular retirement income after age sixty-five (65). The College shall contribute up to $143.64 in 1986-87,

$158.00 in 1987-88, and $173.80 in 1988-89 per Employee for this coverage with any increase in excess of these costs per Employee occurring within any fiscal year to be shared equally between the College and the Employee through payroll deduction. New Employees not previously insured under TIAA group disability policy will not become eligible for disability insurance until completion of one year of service.

D. Life Insurance - The College shall provide group life insurance protection, as contained in Policy No. GLX-17259-6 (Northwestern National Life Insurance Company) or equivalent policy from another carrier, which pays to the Faculty Member's designated beneficiary an amount equal to twice the Employee's salary to the nearest hundred. The amount of insurance shall double in the event of accidental death on or off the job, occurring within ninety (90) days of the accident. The College shall contribute up to $2.88 in 1986-87, $3.17 in 1987-88, and $3.48 in 1988-89 per $1,000 of insurance per Employee with any increase in excess of these costs per Employee occurring within any fiscal year to be shared equally between the College and the Employee through payroll deduction.

E. Health and Dental Insurance - The College shall make available to each full time Faculty Member employed before July 1, 1986 and his dependents basic hospitalization, medical insurance, and major medical, equivalent to that contained in Policy No. GH20669 (Confederation Life) and a dental plan equivalent to that contained in Policy No. GH18640 (Confederation Life) except that orthodontics is a benefit only for dependent children and only to age nineteen (19) and the dental deductible will be $20 a year beginning July 1, 1986 for each insured. These plans are currently administered by Johnson Administrators.

New full time Faculty Members employed after July 1, 1986 will receive employee health and dental insurance.

New full time Faculty Members employed after July 1, 1986 may add dependency health insurance, through payroll deduction for $10 each month.

New full time Faculty Members employed after July 1, 1986 may add dependency dental insurance, through payroll deduction for $5 each month at the beginning of the third year of employment.

The College shall contribute an up to average amount per month, in accordance with the following schedule,

Periods	Amounts
07/01/86 to 12/31/86	$161.29
01/01/87 to 06/30/87	169.35
07/01/87 to 12/31/87	177.82
01/01/88 to 06/30/88	186.71
07/01/88 to 12/31/88	196.05
01/01/89 to 06/30/89	205.85

per Faculty Member and his dependents for this coverage with any increase in actual average cost in excess of the above amounts occurring within these periods to be shared equally between the College and the Employee through payroll deduction beginning with the first payroll subsequent to the above periods.

F. Faculty Educational Assistance -

1. A Faculty Loan program shall be provided from funds budgeted annually for Faculty Members to (1) improve their professional competence and/or (2) enhance the quality of their services.

2. A fund for this purpose that is equal to 1% of the total basic salaries of all Employees in the bargaining unit in the year for which it is being loaned shall be provided annually. Any portion remaining unused at the end of a fiscal year shall be added to the amount budgeted for the succeeding year. At no time shall the amount brought forward to the succeeding fiscal year exceed the amount of loans granted in the previous year.

3. Employees with assurance of continued full-time employment at the College shall be eligible for loans for part-time study after one academic year of service to the College or assistance with full-time study after three years of service to the College.

4. Loans for full-time study shall be limited to Employees holding a standard appointment. Loans are available to Employees on approved leaves of absence and Employees with assurance of continued full-time employment.

5. Assistance shall be in the form of a loan which may cover verified tuition, fees, and books for courses from an accredited college or university or for equivalent training from a professionally recognized institute or seminar. This shall not include activities classified as meetings or conventions.

6. Loans shall not exceed the amount specified per credit hour or its equivalent and, within this limitation, shall be for the actual amount of tuition as follows: 1986/87 - $300, 1987/88 - $315, 1988/89 - $330. Loans for fees shall be limited to $100 per semester or up to $150 per semester if an Employee is a full-time student. Loans for books shall not exceed the following schedule per course: 1986/87 - $60, 1987/88 - $65, 1988/89 - $70.

7. Loans for part-time study shall be limited to tuition, fees, and books for not more than six (6) credits per semester or four (4) courses during the summer.

8. Requests for loans shall be submitted on an application form to include any relevant information such as courses to be taken, tuition and fee charges, attending institution, accreditation agency, and outline of how it will improve professional competence and/or enhance the quality of Faculty services.

9. Loan applications shall be submitted to the Personnel Office for approval and processing prior to the following dates:

Fall Study	August 15
Spring Study	December 15
Summer Study	May 15

10. Summer study is charged to the fiscal year budget of the succeeding year. The amount to be approved for fall study shall not exceed 25% of the amount available, for spring study shall not exceed 25% of the amount available, and for the summer study shall not exceed 50% of the amount available. Where requests exceed available funds, the loans shall be made available on a prorated basis. Any funds available at the end of the fiscal year shall first be prorated back to those not receiving their full entitlement to the limits specified.

11. The Employee shall have his obligation reduced by 20% for each full year of service to the College beginning with the date of the loan. In the event the loan is not reduced through additional years of service, the Employee shall repay the unreduced portion of the loan on or before the effective date of the Employee's termination.

12. The loan may be provided to the Faculty Member upon presentation of original receipts for books and original receipts for tuition and fees issued by the attendant college or university or payment of tuition and fees may be made directly to the institution attended upon request by the Faculty Member and with adequate notice. Upon request the Personnel Office will issue a letter which can be presented by the Faculty Member upon registering, verifying the eligibility for educational loans.

13. The Employee shall have official transcripts or other appropriate verification of the study completed sent to the Personnel Office at the end of each semester of study.

14. In the event of a Faculty Member's death or permanent disability during the time he is still indebted to the College for educational loans, such indebtedness shall be cancelled in full.

15. Any loan provided for a course or equivalent training that was not satisfactorily completed shall be repaid by the Faculty Member within three (3) working months of the termination of the course unless the Faculty Member's disability prevented satisfactory completion of the course.

16. The Employee shall sign a note of agreement with the Business Office prior to the College making any loan or payment.

G. Tuition Waiver - Employees, spouses, dependent children, and spouse and children (under age 22) of deceased faculty, who satisfy the admissions standards of the College shall be entitled to full tuition waiver for credit and non-credit courses.

H. Retirement Coverage - Employees retiring may elect at time of retirement to continue, if possible, health and dental insurance coverages at no cost to the Board.

I. Tuberculosis Tine Tests and/or Chest X-Rays - Tuberculosis Tine Test and/or chest x-rays subsequent to original employment and required as a condition of continued employment shall be provided by the Board at no expense to the Employee.

J. Group Travel Accident Insurance - The College shall provide group travel accident insurance coverage of $50,000 for Employees traveling in conjunction with College business.

K. Dues Deduction - The Board agrees to deduct in equal installments from each salary payment to Faculty Members who have authorized it in writing to do so, the regular annual dues of the Federation and to remit same to the Federation no later than fifteen (15) days after such deductions were made, together with a list containing the names of the Faculty Members from whom the deductions were made and the amount deducted from each and the names of those who had authorized deductions but from whom no deductions were made and the reasons therefor.

L. Credit Union - The Board agrees to deduct from the salaries of Faculty Members who have authorized it in writing to do so, amounts specified for payment to the Northampton-Carbon County School Employees Federal Credit Union and to remit same to the Credit Union no later than fifteen (15) days after such deductions were made, together with such information as the Credit Union requires for proper posting of the sum received.

M. All insurance carriers for the above benefits will be selected by the Board.

N. Physical Examinations - Faculty Members may have routine physical examinations conducted by the College physician at no charge to the individual if the examination is conducted during those periods that the physician is regularly in the employ of the College.

ARTICLE XXV - LEAVES OF ABSENCE

A. Leave for Illness -

1. Whenever a Faculty Member is compelled to be absent from duty due to his own illness or injury, he shall suffer no loss of compensation for a maximum of twelve (12) working days for each calendar year of service in the case of those on academic year appointments, and fourteen (14) working days for each College year of service in the case of those on calendar year appointments. The Cataloger/Bibliographer, Coordinator of Information Services and the Coordinator of Audio Visual Services will suffer no loss of compensation for a maximum of thirteen (13) working days. The unused leave may be accumulated to a maximum of one hundred and thirty (130) working days. A Faculty Member may be absent a maximum of two (2) days per year if compelled to care for a

dependent child, parent, or a spouse, residing within the same household . Each of the two (2) days count as one and one half (1-1/2) sick days and are taken from the twelve (12) (academic year contract) and fourteen (14) (calendar year contract) allowable sick days.

2. Whenever the College is on a four (4) day work week to conserve energy, the first two (2) absences from duty due to his own illness or injury shall count as one (1) day each. All other absences, thereafter, shall count as one and a quarter (1-1/4) days for each day absent.

3. A Faculty Member shall not be eligible to receive salary from the College for any period of time during which he receives payments under the College disability plan, regardless of the number of sick days that may have been accrued. No payment will be made for unused time accrued.

4. A Faculty Member on initial or standard appointment may borrow up to a maximum of his following year's allotment of sick leave, provided that such leave is borrowed for a continuous period of disability under the care of a physician. A Faculty Member who voluntarily terminates his employment and has borrowed against sick leave shall repay the value of the unearned days.

5. Whenever a Faculty Member is absent for extenuating circumstances acceptable to the College and arranges collegial coverage at no cost to the College, that Faculty Member will not lose a day's pay. Collegial coverage is provided whenever the absent Faculty Member's responsibilities are met by a qualified Faculty Member on his own time.

6. A qualified Faculty Member who volunteers or, if there are no volunteers, is assigned to cover a class for another Faculty Member whose absence has exceeded one (1) week shall be compensated thereafter at his overload rate. This work will not affect the overload limits of Article IX, Section B, Part 11.

7. Whenever a Faculty Member is absent due to his own illness or injury more than four (4) consecutive days, the College may request documentation from a Physician which certifies the illness.

8. Any Faculty Member who has accumulated one hundred and thirty (130) sick days will only draw on those days if he/she is sick for more than twelve (12) days in an academic year or fourteen (14) days for calendar year faculty. If the allotment for the year is not used, they are lost, with the one hundred and thirty (130) remaining in the "bank".

B. Leave for Bereavement - A Faculty Member shall be entitled to four (4) days leave of absence without loss of compensation for the death of a spouse. A Faculty Member shall be entitled to three (3) days leave of absence without loss of compensation for the death of any other member of his immediate family. An additional bereavement leave for the immediate family not to exceed three (3) days may be deducted from the Faculty Member's accumulated sick leave account. Members of the immediate family for purposes of this provision of the Agreement are defined as: mother, father, foster parent, son, daughter, foster child, brother, sister, mother-in-law, father-in-law, aunt, uncle, niece, nephew, grandparents, grandchildren, brother-in-law, sister-in-law. In addition, one (1) day of bereavement leave may be used without loss of compensation for the death of a Faculty Member's daughter-in-law, son-in-law, aunt and uncle-in-law, niece and nephew-in-law, grandparents-in-law and step child.

C. Vacation Time - Faculty on calendar year appointment shall receive an annual vacation of twenty-two (22) working days. The Cataloger/Bibliographer, Coordinator of Information Services and Coordinator of Audio Visual Services will receive twenty-one (21) vacation days. Vacation time must be taken by January 31 following the fiscal year in which it was earned, but may be accumulated beyond this date with the written permission of the President. Faculty Members must secure the approval of the appropriate dean or program director in scheduling vacation periods. Seniority shall apply in cases of scheduling problems. Whenever the College is on a four (4) day week to conserve energy, each vacation day shall count as one and a quarter (1-1/4) days. Faculty on a temporary appointment must use all accrued vacation time within the term of the appointment, unless it is known that the temporary appointment will be extended.

D. Military Leaves of Absence -

1. A Faculty Member will be granted a leave of absence if he is drafted or enlists, which includes alternate service approved by the Selective Service Commission, during a period when a selective service law is in effect within the United States. This leave will apply only to the initial draft or enlistment and not to any additional voluntary stay in the Armed Forces. The College will reemploy the Faculty Member in the same or in a comparable position.

2. A Faculty Member who is a member of the National Guard or Armed Forces Reserve is entitled to military leave with pay, not exceeding ten (10) working days in any calendar year for the purpose of completing authorized active duty service. If this policy is used by academic year employees, the Faculty Member must file with the Personnel Office prior to his departure for active duty, a letter from his commanding officer stating that the period of active duty could not be changed to avoid conflict with College responsibilities.

3. Employees who are members of the Pennsylvania National Guard are entitled to leaves without pay on all days during which they shall as members of the National Guard, be engaged in active service for the Commonwealth. For all other purposes they shall be deemed to be regularly employed by the College.

E. Jury Duty - A Faculty Member called for jury duty or subpoenaed to attend court shall be granted leaves without loss of salary for such purposes. Evidence in the form of a subpoena or other written notification shall be presented to the appropriate dean or program director as far in advance as practicable. The College shall have the right to request the appropriate authorities to relieve such Faculty

Member of jury duty or the court appearance in any manner permitted by law; and the Faculty Member is expected to report for regular College duty when his attendance at court is not required either for the aforementioned jury duty or as a subpoenaed witness.

F. Personal Day -

1. Employees may take a maximum of three (3) days per year for personal use without loss of salary. Except in cases of an emergency, the Employee shall give one week's written notice to the appropriate dean prior to taking such leave. Except in cases of an emergency, the Faculty Member is to make, when possible, adequate arrangements to ensure that his professional responsibilities are met during his absence.

It is understood that there may be situations which prohibit a Faculty Member, when wishing to take a personal day, from making adequate arrangements to ensure that his professional responsibilities are met during his absence. In such cases a Faculty Member is still entitled to a personal day.

2. These days are for personal or business matters that cannot be conducted at any other time. A written statement of this fact shall be made on the absence report form.

3. Personal days may not be divided by any more than one half (1/2) day.

G. Child Care Leaves -

1. Upon written request, a Faculty Member on initial or standard appointment shall be granted a child care leave without pay for a period not to exceed one (1) year immediately following the birth of a child or the adoption of a child. For this leave, time shall be calculated as time served with all accrued benefits to which the parent would have been entitled if in regular service except credit toward standard appointment.

2. The Board may grant a natural or adoptive parent a leave of absence without pay for the purpose of child care.

3. Both such types of leave shall normally be approved for a maximum period of one (1) year, and may be renewed at the option of the Board.

4. In both such types of leave the Faculty Member must notify the Personnel Office in writing of the intention to return no later than four (4) months prior to the date of expiration of the leave. For leaves of fewer than six (6) months, the Board may specify a deadline date of fewer than four (4) months prior to the date of expiration of the leave. A Faculty Member who fails to comply with the deadline date for notice of return shall be considered to have resigned.

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5. In both such types of leave the Faculty Members on such leave of absence shall be permitted, if possible, to continue their contributions as well as those of the Board for insurance and other benefits, at no cost to the Board. Upon return to the College, after having completed such leave, such Faculty Member shall be placed in his prior position.

6. In the case of a leave not immediately following birth or adoption, such absence shall not constitute a break in seniority but shall not be counted toward seniority for any purposes such as salary placements, promotion, or time in service toward standard appointment.

7. A Faculty Member shall be entitled to use her accrued sick leave for any period that she is actually disabled from working as a result of a disability caused by pregnancy or childbirth, certified by her physician. All other periods of leave shall be leave without pay.

H. Voluntary Partial Leaves -

1. Voluntary partial leaves may be granted by the Board to a Faculty Member on standard appointment to involve a reduction in workload for one (1) or more of the following reasons:

(a) graduate study
(b) family responsibilities
(c) preparation of material for publication
(d) creative or artistic endeavor
(e) health
(f) other as approved by the Board

2. Voluntary partial leaves shall be for one (1) or two (2) semesters.

3. Faculty on such status shall have their workload reduced proportionately to the degree of partial leave.

4. Voluntary partial leave shall not be granted to reduce the Faculty Member's load below one-half the normal load. It shall not affect his status as a member of the bargaining unit, any other provisions of this Agreement notwithstanding.

5. Faculty Members on such leaves shall continue to accrue all benefits and salary and fringe benefits as if in regular full-time service except that such salary shall be reduced proportionately to the reduction in workload.

I. Miscellaneous Leaves Without Pay -

1. Unpaid leaves of absence may be granted by the Board to Faculty Members for such reasons as acceptance of a fellowship, full-time graduate study, residency required for an advanced degree, appointment or election to a full-time position with the Federation or an organization with which it is affiliated, personal convenience, or other reasons which would be of benefit to both the Employee and the College.

2. Such leave usually shall be granted for not longer than one (1) year and may be considered for renewal by the Board.

3. The Board may consider requests for shorter or longer periods than one year.

4. Faculty Members on such leave shall notify the Personnel Office of their intent to return by certified letter in accordance with the deadline date for notification specified in the Board action granting such leave or be considered to have resigned. A failure to comply with this provision shall result in the forfeiture of all rights to return to employment with the College unless such failure was the result of mitigating circumstances.

5. Employees on such leave, except for reasons of personal convenience, will be entitled to all accrued benefits and increments as if they had been in regular service provided that the reason(s) for granting the leave have been fulfilled unless failure to fulfill was the result of circumstances beyond the Faculty Member's control. Employees granted a leave for personal convenience shall not have such absence constitute a break in seniority, but shall not have the absence counted toward seniority for any purposes including salary placement. The Faculty Member will submit a written report on such leave detailing the fulfillment of the reason(s) for the leave except where leave was granted for personal convenience.

6. Employees on such leave shall be permitted, if possible, to continue their contributions as well as those of the Board for insurance and other fringe benefits, at no cost to the Board.

7. Upon return to the College, after having completed such leave, the Employee will be placed in his prior position.

J. Sabbatical Leaves - Sabbatical leave may be granted by the Board upon recommendation of the President to a Faculty Member on standard appointment holding the rank of assistant professor or above.

1. Before becoming eligible for a leave, six (6) years of full-time continuous service at the College shall be required, and for successive leave an additional six (6) years of full-time continuous service since the beginning of the last sabbatical leave.

2. Sabbatical leave shall be for the purpose of formal study, educational travel, research, publication, or other related College work experience that also has a potential for scholarly achievement, contributes to the mission and goals of the College, and/or contributes to the Faculty Member's professional development.

3. A sabbatical leave may be granted for two (2) semesters during which time the Faculty Member shall receive one-half (1/2) of his regular salary or for one (1) semester at full salary. However, after twelve (12) years of continuous service without a sabbatical, a sabbatical leave may be granted for two (2) semesters during which the Faculty Member shall receive full pay. In cases of a sabbatical leave

granted for a full year at full pay, the sabbatical will count as two (2) of the total of five (5) granted during the year. Should the Faculty Member not return to the College after his leave, he shall be obligated to return to the College the full amount paid him during his leave or paid in his behalf. The College will contribute its usual share of the cost of fringe benefits for the period of leave. Accumulation of sick leave and vacation leave is excluded from fringe benefits while on sabbatical leave. Faculty Members on sabbatical leave shall be considered in regular full-time attendance for the purpose of determining years of experience and salary increments.

4. Application for sabbatical leave shall be made in writing to the candidate's immediate supervisor by October 15 preceding the academic year within which the leave is desired. The application shall set forth in detail the activities planned for the sabbatical period, along with documentation of the value of these activities for scholarly achievement, contribution to the mission and the goals of the College, and/or contribution to the Faculty Member's professional development. The application must also include a statement of intent to return to duties at the College for at least one year following the sabbatical leave. If the application for sabbatical lacks requisite information for the Committee to render a decision, it shall be returned to the applicant in order to provide him the opportunity to revise and resubmit the proposal to the Committee within seven (7) days from the date it was first returned.

5. The Vice-President for Academic Affairs shall convene and chair an Administrative Review Committee consisting of in addition to himself, the Vice President for Student Affairs and all deans reporting to the Vice-President for Academic Affairs. The Committee shall review the application. If the applications meet the criteria of this Article, they shall be recommended for sabbatical leave in order of seniority of the successful applicants except in the cases where the Faculty Member has already had a sabbatical leave. In such cases the total number of years service prior to his last sabbatical shall be subtracted from the College seniority. By November 15, the Vice-President for Academic Affairs shall forward to the President the recommendations of the Administrative Review Committee and shall notify all candidates. The President will transmit his recommendations to the Board for action at its January meeting.

6. Applicants not recommended for sabbatical who allege such determination was erroneous shall have access to the grievance procedure.

7. Upon returning to the College after sabbatical leave, the Faculty Member shall submit a full report in an approved format regarding the use of his leave to the President for transmission to the Board of Trustees.

8. Five (5) Faculty Members, if qualified, in each year of this Agreement, shall be granted sabbatical leaves. The College may postpone a leave for one (1) year if such a leave would adversely affect a College program, academic department, or other area of specialization.

9. The Board may grant sabbaticals in addition to the number specified for the purpose of restoration of health.

10. A Faculty Member on sabbatical leave shall not render service for compensation unless it is a necessary condition for the fulfillment of the sabbatical leave and such condition is clearly set forth in the application. This provision shall not, however, prevent a Faculty Member from accepting part-time employment, receiving a fellowship, grant, or stipend for study or research as long as the source of the income and its relation to the sabbatical leave is stated in the application or subsumed therein.

11. All Faculty who receive payment from an outside source as a necessary condition of their sabbaticals will be given sabbatical pay by the College such that the prorated external payment (exclusive of part time employment) is not greater than the Faculty Member's income (base salary plus overloads) from the College for the prior year's similar period plus any prorated salary increase for the current year.

ARTICLE XXVI - MAINTENANCE OF MEMBERSHIP

All Faculty Members who are members of AFT Local 3579 as of February 1, 1984, or who, thereafter, become members of Local 3579, may resign from membership in Local 3579 by sending a certified letter (return receipt requested) to the current President of Local 3579, and a copy to the personnel office. The letter shall be postmarked between April 1 to May 31, 1989 inclusive, and shall state that the employee is resigning his membership and, where applicable, is revoking his check-off authorization.

ARTICLE XXVII - TERM OF THE AGREEMENT

This Agreement shall be effective as of July 1, 1986, and shall remain in full force and effect to and including June 30, 1989, and shall automatically renew itself from year to year thereafter unless, not later than September 1, 1988, either party shall serve written notice on the other of its desire to terminate, modify or amend this Agreement.

In witness whereof, the parties have hereto duly executed this Agreement this 4th day of September, 1986.

(Seal)

Attest:

Northampton County Area
Community College
Board of Trustees

William F Borcher
Chairman

Michael Yamnicky
Secretary

(Seal)

Witness:

American Federation of Teachers
Local 3579

Alice R Dornish
President

Daniel A Bayuk
Chairman
Negotiations Committee

Appendix A

A. Teaching Faculty, Counselors and Librarians:

1. The salary increases will be in accordance with the following schedule. Faculty who were not employed for the full previous year will receive an increase prorated according to the period employed the previous year. Faculty on calendar year contracts will receive the raises listed below times the 1.2 factor.

Academic Year:

	1st Half of the Contract Year	2nd Half of the* Contract Year
Professor		
1986-87	1,212	576
1987-88	1,899 (plus*)	
1988-89	1,894	
Associate		
1986-87	1,112	528
1987-88	1,758 (plus *)	
1988-89	1,755	
Assistant		
1986-87	963	457
1987-88	1,550 (plus *)	
1988-89	1,548	
Instructor		
1986-87	815	387
1987-88	1,342 (plus *)	
1988-89	1,342	

*When calculating the increases to base in 1987-88, the 2nd half increases in 1986-87 are doubled.

2. Anything herein to the contrary notwithstanding, no individual may exceed the established maximum for his rank in any year of this Agreement except if a Faculty Member has been deemed promotable but cannot be promoted because the number of promotable Faculty exceeds the number of declared vacancies.

In such cases the Faculty Member shall receive the full raise of his current rank regardless of whether he is at the maximum.

3. Salary maxima for Faculty Members on calendar year contracts are the maxima listed below times the 1.2 factor.

Rank	Year	Maximum
Professor	1986-87	$36,610
	1987-88	38,510
	1988-89	40,410
Associate	1986-87	34,945
	1987-88	36,705
	1988-89	38,460
Assistant	1986-87	29,845
	1987-88	31,395
	1988-89	32,945
Instructor	1986-87	25,480
	1987-88	26,825
	1988-89	28,170

4. Overload shall be compensated in accordance with the following schedule and will go into effect for the Summer II session.

Instructor Credit Hour Rate

Years	Instructor	Assistant Professor	Associate Professor	Professor
1986-87	$325	$350	$375	$400
1987-88	325	350	375	400
1988-89	350	375	400	425

5. a. Challenge Examinations administered and evaluated by the ranks of Instructor, Assistant Professor, Associate Professor and Professor shall be compensated in accordance with the following schedule:

Year	Per Course per Student	Nursing Evaluation
1986-87	$13.00	$11.00 per hour
1987-88	14.00	12.00 per hour
1988-89	14.00	12.00 per hour

b. Payment shall be made no later than two (2) pay periods after submitting the evaluation report.

c. Challenge Examinations shall be given at the mutual convenience of the student and the availability of the Faculty Member.

d. Compensation for nursing evaluation shall be per hour per student when there is a clinical component, otherwise per course per student.

e. The maximum number of hours allowed for nursing evaluation is subject to the approval of the appropriate dean/program director.

6. a. College-at-Home Program instruction for the rank of Instructor, Assistant Professor, Associate Professor and Professor shall be compensated in accordance with the following schedule:

Year	Per Student Credit Hour Rate
1986-87	$32.00
1987-88	32.00
1988-89	32.00

b. College-at-Home Program instruction assistance for professional assistants shall be compensated in accordance with the following schedule:

Year	Per Student Credit Hour Rate
1986-87	$26.00
1987-88	26.00
1988-89	26.00

c. One half (1/2) of this amount will be due after the student has been enrolled in the course for three (3) weeks, with the balance due upon issuance of a final grade by the Faculty Member.

d. If the student withdraws from the course during the first week, the Faculty Member will be paid only fifty (50) percent of the student credit hour rate.

7. Faculty promoted to the rank of Professor receive a one (1) time promotion award of $925.00. The promotion awards are in the form of a one (1) time, lump sum payment and are not added to the base salary of a Faculty Member.

Faculty promoted to the rank of Associate Professor receive a one (1) time promotion award of $700.00. The promotion awards are in the form of a one (1) time, lump sum payment and are not added to the base salary of a Faculty Member.

B. Professional Assistants and Technical Assistants -

1. The salary increases will be in accordance with the following schedule. Faculty who were not employed for the full previous year will receive an increase prorated according to the period employed the previous year. Faculty on calendar year contracts will receive the raises listed below times the 1.2 factor.

   Academic Year:

   Professional Assistants -

	1st Half of the Contract Year	2nd Half of the* Contract Year
1986-87	627	298
1987-88	1,078 (plus *)	
1988-89	1,080	

   Technical Assistants -

	1st Half of the Contract Year	2nd Half of the* Contract Year
1986-87	643	306
1987-88	1,101 (plus *)	
1988-89	1,103	

*When calculating the increases to base in 1987-88, the 2nd half increases in 1986-87 are doubled.

2. Anything herein to the contrary notwithstanding, no individual may exceed the established maximum in any year of this Agreement.

3. Salary maxima for Professional Assistants on calendar year contracts are the maxima listed below times the 1.2 factor.

Year	Maximum
1986-87	$18,515
1987-88	19,595
1988-89	20,675

4. Salary maxima for Technical Assistants on calendar year contracts are the maxima listed below times the 1.2 factor.

Year	Maximum
1986-87	$19,775
1987-88	20,880
1988-89	21,985

C. Miscellaneous -

1. The overtime rate for non-teaching Faculty shall be straight time between thirty-seven and a half (37-1/2) hours and forty (40) hours worked per week and one and a half (1-1/2) times thereafter.

2. Salary guide for new academic year teaching Faculty, counselors and librarians is as follows:

Years of Equated Experience	1986-87	1987-88	1988-89
0- 5	$18,000	$18,781	$20,123
6-12	21,620	23,627	25,175
13-20	26,515	28,801	30,556

3. Salary guide for new academic year Professional Assistants and Technical Assistants is as follows:

Equated Years of Experience	1986-87	1987-88	1988-89
0- 5	$10,825	$12,201	$13,281
6-11	14,224	15,631	16,734

4. Faculty employed through grant funds may be compensated at a rate below the listed minimum.

5. Technical Assistants and Professional Assistants promoted to Level II receive a one time promotion award of $500 added to the base salary of the Faculty Member.

Appendix B

Board Authorized Class Sizes For Additional Compensation

CLASS	SIZE
1. All Lecture Classes	35
except:	
AV Resources and Services I/II	24
Career Development	20
Computer Literacy	30
Electronic Visuals	24
English as a Second Language I/II/III	20

English I/II	27
Film Making	20
Foreign Languages	
Interpersonal and Group Dynamics	20
Introduction to Film	50
Journalism I/II	27
Pre-School Science	24
Reading Courses	20
Secretarial Science Courses except Word Processing I & II and Typing III	30
Speech/Theatre Courses except Introduction to Film	27
Telecourses	70
Word Processing I/II	
Typing III	
2. All Laboratory Classes	24
except:	
Architecture Courses	35
Automotive Technology Courses	22
Basic English	16
Bowling I/II	25
Children's Physical Growth	35
Chorus	50
Civil and Electrical Graphics	35
Creative Experiences	35
Curricular Materials	35
Dental Hygiene and Dental Auxiliary Courses	28
Electrical Graphics	35
Golf	16
Introductory Engineering Graphics	35
Introduction to Interior Design I/II	35
Language and Literature	35
Math Lab Courses	16
Math Lab Courses with Professional Assistant	32
Observation and Guidance	35
Principles of Surveying with Professional Assistant	35
Radio Production	16
Radio Workshop	50
Tennis I/II	20
TV Production	16
Volleyball	30
Welding Technology Courses	18

Appendix C

Summer Session

A. Summer session term teaching assignments shall be according to the following priority list. The Faculty Member with the highest priority shall have the first choice of two courses; the Faculty Member with the next highest priority shall have the next choice of two courses, and so on. After all eligible Faculty Members have chosen their courses, each may choose an additional course in the same order of priority if there are sufficient unstaffed courses. So long as there are Faculty Members interested in additional courses this procedure shall be repeated until all eligible Faculty Members have reached the limit established for summer assignments or until all courses are staffed.

B. The priority shall be according to the following:

a. First priority to Faculty holding standard or initial appointments who are returning for the fall semester or who will be on sabbatical leave for the fall semester.

b. Second priority to Faculty holding standard or initial appointments who will be on leaves (other than sabbatical) for the fall semester provided they are teaching during the spring semester.

c. Third priority to Faculty holding standard or initial appointments who are on leaves during the spring semester immediately preceding the summer in question provided they are returning for the fall semester.

C. Within each of the categories given above, the following procedure shall be used to establish priority. Within a given program, academic department, or other area of specialization, the Faculty Member who earned the lowest number of credits (through teaching courses and other assignments) in the preceding summer, academic year overloads, and late fall, shall have the highest priority; the Faculty Member who earned the next lowest number of credits (through teaching courses and other assignments) in the preceding summer, academic year overloads, and late fall, shall have the next highest priority, and so on. If two (2) Faculty Members earned the same number of credits, seniority shall apply.

D. Anything herein to the contrary notwithstanding, other procedures may be established with the mutual agreement of the College and the Federation which allow for departmental or program preferences.

Appendix D

Overload Assignments

Prior to the start of the fall and spring semester, a priority list shall be developed within a given program, academic department, or other area of specialization. The Faculty Member who earned the lowest number of instructor credits (through teaching courses and other assignments excluding credit free instruction, CAHP students and College Senate committee chairmanships) in the 12 month period immediately prior to the beginning of a given semester from the total of fall and spring overloads, late fall, and summer assignments shall have the highest priority. The Faculty Member who earned the next lowest number of instructor credits (through teaching courses and other assignments excluding credit free instruction, CAHP students and College Senate committee chairmanships) in the 12 month period immediately prior to the beginning of a given semester from the total of fall and spring overloads, late fall and summer assignments shall have the next highest priority and so on. If two (2) Faculty Members earned the same number of credits, seniority shall apply. Insofar as courses are available on the day classes begin, overloads shall be offered by the division dean to qualified Faculty Members in the order of their ranking on the priority list, so long as the Faculty Member's total load does not exceed 21 instructor credits for the fall or spring semester (excluding credit free instruction, CAHP students and College Senate committee chairmanships).

Appendix E

Maximum Load for Summer Sessions

A Faculty Member should not be scheduled for more than 1.4 credit hours of part-time employment for each full week of work. The 1.4 credit hours include all activities for which faculty receive compensation except service to College-at-Home Program students.

For the Summer Session the number of credit hours assigned to a Faculty Member may not exceed eleven (11) for the period between the day after commencement to the first day the faculty report, the following fall.

Nursing faculty should not be scheduled for more than thirty-five (35) contact hours of nursing clinical hospital laboratory hours per week. When a combination of clinical hospital laboratory hours and other scheduled responsibilities are included, one (1) contact hour of scheduled clinical hospital laboratory per week is the equivalent of .038 credit hours for the purpose of determining maximum load which should not exceed the 1.33 credit hours of part-time employment for each full week of work.

1985 - 1988

COLLECTIVE BARGAINING AGREEMENT

between

THE BOARD OF TRUSTEES OF READING AREA COMMUNITY COLLEGE

and

THE FEDERATION OF READING AREA COMMUNITY COLLEGE

LOCAL 3173, PENNSYLVANIA FEDERATION OF TEACHERS,

AMERICAN FEDERATION OF TEACHERS

AFL-CIO

FACULTY BARGAINING UNIT

Ratified:

The Federation of RACC - March 20, 1986

Board of Trustees - March 27, 1986

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THIS AGREEMENT made and entered into this 27th day of March, 1985 by and between the Board of Trustees of READING AREA COMMUNITY COLLEGE (Employer), and THE FEDERATION OF READING AREA COMMUNITY COLLEGE, LOCAL 3173, PENNSYLVANIA FEDERATION OF TEACHERS, AMERICAN FEDERATION OF TEACHERS, AFL-CIO (Federation).

ARTICLE I - RECOGNITION AND DEFINITONS

Section A. Recognition

The Employer recognizes the Federation as the sole and exclusive bargaining agent at its Campus(es) for the following classes of full-time employees (Employees) irrespective of where such Employees may render their services and excluding all others: all full-time professional teaching employees, counselors, librarians and specifically including Instructors, Assistant Professors, Associate Professors and Professors.

Section B. Definitions

1. The term "Board" refers to the Board of Trustees of Reading Area Community College.

2. The term "Employer" refers to the College as a legal entity, including the Board and Administration, and refers collectively to all facilities or locations.

3. The term "President" shall refer to the President of the College.

4. The term "Campus" refers to any single facility or location of the College.

5. The term "Federation" refers to The Federation of Reading Area Community College, Local 3173, Pennsylvania Federation of Teachers, American Federation of Teachers, AFL-CIO, its agents and representatives.

6. The terms "Employee," "Faculty," "Faculty Member," and "Teaching Faculty" refer to a person or persons in the Bargaining Unit.

7. The term "Administration" shall refer to the President and area administrators.

8. The academic year for Teaching Faculty Members shall begin five (5) working days before the first day of classes of the Fall Term and shall end five (5) working days after the last student attendance day of the Spring Term.

9. The term "Fiscal Year" shall mean the period beginning July 1 through June 30.

10. The term "accredited" shall mean as recognized by the Council on Postsecondary Accreditation (COPA) as being accredited or in the process of being accredited.

11. An "adjunct" is hired on a per term basis to teach no more than six (6) credit hours in any term or, in the case of laboratory courses, eight (8) credit hours.

12. Any person other than those specified in 13, below, who in any one term teaches more than six (6) credit hours, or eight (8) credit hours in the case of laboratory courses, shall be full-time Faculty and a member of the bargaining unit.

13. Coordinators hired to teach and supervise in the various divisional areas may be assigned to teach up to eighteen (18) credit hours per three (3) term academic year.

14. The term "continuous full-time service" shall mean full-time service in the Faculty Bargaining Unit that has not been interrupted for a period(s) of more than twelve (12) consecutive months.

15. "Grants":

Positions funded through special grants shall be conditional upon the continued funding of the grant unless the project funding is assumed by the Employer. Notice of non-renewal for grant-funded employees shall be given no later than the last day of the fall term, except where non-renewal of a grant would necessitate later notification, in which case the Employee shall be notified in writing by the Personnel Department of the Employer's intention as to continuation of employment should the grant not be renewed. A faculty member appointed to such conditional positions may compete for a vacancy as an inhouse applicant. If subsequently regularly appointed to a vacancy, seniority and its benefits under this Agreement shall date from the date of the first appointment to a conditional position, if that service has been continuous to the start of the regular appointment. The dates of notice of non-renewal specified in Article IV, shall not apply to Employees appointed to conditional positions. Employees appointed to conditional positions are not eligible for the following benefits: Article II, Section F (Federation Positions); Article VII, (Seniority, Transfers, Layoff and Recall); Article XV, Section B, e. (Military Leave), j. (Childrearing Leave); and i. (Sabbatical).

16. "Temporary Appointments":

A Faculty Member on an authorized leave of absence may be replaced with a full-time temporary appointment or with adjuncts. Temporary appointments also may be made while advertising, screening, and selection procedures are in progress. Replacements for Employees on leave must meet qualifications established by job description and/or appropriate division/department supervisor and area administrator. A temporary appointment may be extended beyond one year if the condition under which it was made has not been resolved. The services of a Faculty Member holding a temporary appointment shall cease automatically at the end of the specific term of that appointment. A Faculty Member on temporary appointment may compete for a vacancy as an inhouse applicant. If subsequently regularly appointed to a vacancy, seniority and its benefits under this Agreement shall date from the date of first temporary appointment if that service has been continuous to the start of the regular appointment. Faculty Members on temporary appointment are not eligible for the following benefits: Article II, Section F (Federation Positions); Article VII, (Seniority, Transfers, Layoff and Recall); Article XV; Section B, e. (Military Leave), j. (Childrearing Leave); i. (Sabbatical) and Section A, 2. (EAL).

17. "Part-time experience" at Reading Area Community College shall be credited on a full-time equivalent basis.

18. Whenever any words are used in this Agreement in the masculine gender, they shall be construed as though they were used in the feminine gender in all situations where they would so apply, and whenever any words are used in this Agreement in the singular form, they shall be construed as though they were used in the plural form in all situations where they would so apply, and wherever any words are used in this Agreement in the plural form, they shall be construed as though they were also used in the singular form in all situations where they would so apply.

19. Any headings preceding the text of the several Articles hereof are inserted solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

ARTICLE II - BOARD-FEDERATION RELATIONSHIPS

Section A. Terms of Agreement

The terms of this Agreement shall supersede any agreement heretofore in effect. Neither Federation nor the Board shall take any action violative of, or inconsistent with, any provision of this Agreement.

Section B. Notification of Benefits

Each Employee shall receive a statement from the Board specifying the terms and conditions of all benefits provided for in this Agreement or elsewhere. The language of the statement shall be discussed with the Federation before being finalized. The statement shall be distributed no later than forty-five (45) days after the execution of this Agreement to all Employees and, thereafter, to each new Employee immediately upon employment.

Section C. Federation Material

1. The Federation shall be permitted to post material having to do directly with Union business on all bulletin boards located in the staff lounges on each Campus.

2. The Federation shall be permitted to have material dealing with official Federation business placed in Faculty Members' mail boxes.

Section D. Meetings

1. Whenever Faculty Members are mutually scheduled by the parties to this Agreement to participate during working hours in conferences or meetings pertaining to this Agreement or in negotiations for a successor Agreement, they shall suffer no loss in pay or other benefits.

2. Representatives of the Federation shall be permitted to transact Federation business and to schedule meetings on Board property at reasonable times and places and provided it does not interfere with instructional processes, office hours, committee and Faculty meetings, registration duties, advisement responsibilities and other normal college operations.

3. The Federation and the President of the College agree to meet at mutually convenient times upon the request of either for the purpose of discussing matters of educational policy and development and other matters of mutual concern as well as matters related to the implementation of this Agreement.

Section E. Deductions

1. Federation

a. The Employer agrees to deduct in equal installments from each salary payment to Faculty Members who have authorized it in writing to do so, the regular annual dues of the Federation and to remit same to the Federation no later than fifteen (15) days after such deductions were made, together with a list containing the names of the Faculty Members from whom the deductions were made and the amount deducted from each and the names of those who had authorized deductions but from whom no deductions were made and the reasons therefore.

b. If dues are deducted and remitted to the Federation in accordance with the procedure specified in 1., a., above, the Federation shall be solely responsible in the event anyone claims the deduction and/or remission was improper.

2. Credit Union

The Employer agrees to deduct from the salaries of Faculty Members who have authorized it in writing to do so, amounts specified for payment to the Reading-Berks School Employees Credit Union and to remit same to the Reading-Berks School Employees Credit Union no later than fifteen (15) days after such deductions were made, together with such information as the Reading-Berks School Employees Credit Union requires for the proper posting of the sum received.

3. Tax-Sheltered Annuities

The Employer agrees to deduct from the gross salaries of Faculty Members who have authorized it to do so, and prior to making tax calculations or deductions, amounts specified for payment to designated providers of tax sheltered annuities. "Designated providers" shall be those jointly approved by the Federation and the Board and shall be limited to no more than four (4) in all of the Federation Bargaining Agreements. The deductions shall be forwarded by the Employer to the designated provider not later than fifteen (15) days after their deduction from the salaries of the Faculty Members.

Section F. PFT, AFT, AFL-CIO Positions

Faculty Members who are elected or appointed to full-time positions with the Federation or any organization with which it is affiliated will, upon proper application, be granted leaves of absence without pay for the purpose of accepting these positions. A leave of absence to fill an elective position shall not exceed two (2) years unless extended by agreement of the parties. A leave of absence to fill an appointive position shall terminate on the expiration date of this Agreement unless extended by agreement of the parties. Faculty Members on such leaves of absence may, at their own expense, under the Employer's insurance program, retain all insurance and other benefits and shall continue to accrue seniority for salary increments and all other purposes as though they were in regular service. If covered under the Employer's insurance program, the Employee will reimburse the Employer at the actuarial cost or premium, whichever is applicable. Upon return to service, they shall be placed on the assignment which they left or one of like status and compensation with all accrued increments and benefits that they would have earned had they been in regular service, unless the position has been retrenched, in which case the Employee may utilize his/her displacement rights. Faculty Members on such leaves of absence shall be permitted to pay both their and the Board's regular contributions to all plans requiring such contributions.

Section G. Distribution of Information to Federation

The Employer shall provide the Federation upon its request such material, information, statistics and/or records which are relevant to negotiations or relevant to the proper enforcement or implementation of this Agreement. It is understood that this shall not require the Employer to compile information, statistics, or records in a form other than that in which they already exist unless by mutual agreement.

Section H. Nondiscrimination

Neither the Employer nor the Federation shall discriminate against any Faculty Member or any applicant for employment because of race, creed, color, national origin, sex, sexual preference, age, marital status, handicap, or membership in (or lack thereof) or activities on behalf of the Federation.

Section I. Federation Office Space

The Employer shall provide the Federation with adequate office space for the exclusive use of the Federation.

Section J.

Faculty Members shall receive payment for all reimburseable items no later than thirty (30) days after submission of the proper forms and receipts.

ARTICLE III - WORKING CONDITIONS

Section A.

Course load shall be no more than thirty (30) credit hours for the academic year, but may be as low as twenty-seven (27) credit hours per year for some Faculty Members and shall include no more than two (2) preparations per term. For two of the three academic terms, a Faculty Member shall carry no more than nine (9) credit hours. For the third term a Faculty Member shall carry no more than twelve (12) credit hours. An additional course may be assigned in order to bring the Faculty Member's academic year course load to a minimum of twenty-seven (27) credit hours. All of the above are exclusive of overloads. In the absence of a full load in any term, the Vice-President of Academic Affairs may assign a Faculty Member other duties. For these purposes three (3) credit hours are the equivalent of seventy-five (75) hours of other duties.

Section B.

Class schedules for Faculty Members shall not exceed an elapsed time of nine (9) hours, exclusive of overload, except by written mutual consent of the Employee and Employer. Exclusive of overload, a minimum of twelve (12) hours shall elapse between the end of a Faculty Member's last regularly scheduled class or hour in a day and the beginning of his first regularly scheduled class or hour on the following day, except by written mutual consent of the Employee and Employer.

Section C. Office Hours

Office hours of Faculty Members shall be scheduled for at least five (5) hours a week. Office hours must be at times convenient for students or advisees and Faculty, and must be scheduled on at least three (3) different days per week. Faculty Members shall schedule such additional hours as may be necessary to furnish student advisement and student consultation. Time spent in advising and/or pre-registration duties shall count toward office hours.

Section D. Released Time

Released time from teaching duties and/or compensation commensurate with the task or duties involved shall be granted for activities and projects, when required or authorized by the Vice-President of Academic Affairs or his designee, such as:

1. In-service training.
2. Course or curriculum revisions or development.
3. Institutional research.

Attendance at committee meetings may be required outside of released time.

Section E.

A Faculty Member may be employed by others, or himself conduct a business or profession, if not in conflict with assignments made under "A," "B," "C" and "D" above and provided it does not affect adversely his professional responsibility or the reputation of the College. If such business or profession involves teaching, copies of prior written notification of specific activities and dates thereof shall be given to the President, Vice-President, Division Chairperson, and the Federation. (Ref. Article XVI, Section D).

Section F.

The Division Faculty is responsible for establishing a master course syllabus including the course objectives for each course in the Division's area. Course outline, instructional techniques, materials and text shall be established by the Faculty Members assigned to the course and may be reviewed upon request by the Division Chairperson and/or Administration for appropriateness in achieving the objectives of the course and the curriculum. New courses must be approved by the Division before being submitted to the Curriculum Committee. Notice of seminars to be offered will be reviewed with the appropriate Division Chairperson prior to public announcement. Course outlines must be submitted to the office of the

Vice-President of Academic Affairs prior to the first day of class for each term. Upon review of existing courses, the division or involved Faculty Members shall submit unresolved questions to the Academic Affairs and/or Curriculum Committee for action.

Section G.

The academic year for Teaching Faculty Members shall begin five (5) working days before the first day of classes of the Fall Term and shall end five (5) working days after the last student attendance day of the Spring Term. Employees are also to attend Spring graduation exercises and except Librarians, to participate in registration days. Anything herein to the contrary notwithstanding, an Employee shall not be absent from Spring graduation unless excused by the Vice-President of Academic Affairs. Participation in any meetings or activities conducted during summer sessions or at times classes are not in session (term breaks, holidays, etc.) other than the two five-working-day periods specified in this Section shall be voluntary on the part of the Employee and such meetings or activities shall be mutually agreed upon and mutually scheduled. Anything in this Section H to the contrary notwithstanding a new Faculty Member may be required to attend an orientation period not to exceed five (5) working days immediately prior to the Faculty Members' academic year and for new Faculty Members in the Nursing Program, this orientation period shall be ten (10) working days.

Section H. Counselors and Librarians

1. Hours of Work

a. Such Employees shall not be scheduled to work:

(1) More than thirty-seven and one-half (37½) hours in any work week or thirty-six (36) hours in any four (4) day work week. Two and one-half (2½) hours of this time, as scheduled between the Employee and his/her supervisor, may be spent in unassigned, self-directed professional activities. Notification of the specific activities may be requested by the supervisor. Conflicts in scheduling the two and one-half (2½) hours of professional activities shall be resolved on the basis of seniority and thereafter, from term to term, such preferences shall be met sequentially, on a continuing and equitable basis, regardless of seniority;

(2) More than five (5) days a week or, if on summer schedule, four (4) days a week;

(3) More than seven and one-half (7½) consecutive hours a day or, if on summer schedule, nine (9) consecutive hours exclusive of mealtime. Except that when an Employee is scheduled for less than a full day, the hours not worked will be scheduled on one (1) or more of the other four (4) days worked in that week or three (3) days during summer schedule;

(4) Friday evening or Sunday. During registration period for each term, Friday evening may be scheduled;

(5) More than one (1) evening in one week. During registration periods for each term, two (2) evenings in one week may be required. The above conditions may be waived if the Employee so requests in writing and the Employer confirms in writing.

b. Such Employee, who is required to work by the supervisor in excess of thirty-seven and one-half (37½) hours in one (1) week or thirty-six (36) hours in one (1) week on summer schedule, shall be granted compensatory time which may be cumulative, but may not exceed thirty-seven and one-half (37½) hours at any one time. Compensatory time should be taken at a time mutually agreed upon between the Employee and his/her supervisor and must be taken by the end of the term following the term in which it was accumulated. Spring accumulations must be taken by June 30.

(1) In the event mutual agreement cannot be reached, the Employee shall be remunerated for his/her compensatory time at his/her regular salary pro-rated.

(2) Attendance at committee meetings outside of his/her regular work day or week shall entitle the Employee to compensatory time.

c. Counselors and Librarians hired after July 1, 1980 may be scheduled to work on Sunday and any number of evenings including Fridays. Counselors and Librarians working such hours shall do so on the basis that all hours in any one day are consecutive and that all days in any one week are consecutive.

d. The Employer, at its discretion, may institute a summer work week consisting of four (4) consecutive days from Monday through Thursday. The regular work day for the four (4) day week shall be nine (9) consecutive hours exclusive of an unpaid lunch period of one (1) or one-half (½) hour at the individual Employee's election following approval by the immediate supervisor. During such summer hours the Employee shall have the option of working four (4) days of seven and one-half (7½) hours each and taking the fifth day as a vacation, compensatory day, or non-compensatory day at the seven and one-half (7½) hour rate, following notification to his/her immediate supervisor.

2. Effective July 1, 1977, contracts for counselor and librarian may be offered for twelve (12) months or less. Anything herein to the contrary not withstanding, the length of contract period for counselors and librarians employed prior to July 1, 1977 will be for a period of twelve (12) months, unless otherwise mutually agreed to prior to July 1 of any fiscal year. Twelve (12) month positions shall work fifty-two (52) weeks per year less vacation and official College holidays as specified in this Agreement.

3. If a counselor or librarian is required by his/her supervisor to work two (2) or more hours of overtime in a workday, he shall receive up to $6.00 for dinner with proper receipt.

Section I. Division Chairpersons

1. Division Chairpersons serve as links between faculty and administration. Division Chairpersons are responsible to and perform those functions assigned by the Vice-President of Academic Affairs. Each Division shall elect a committee or act as a committee of the whole whose function shall be to meet with the Vice-President of Academic Affairs to select a mutually acceptable Division Chairperson. The decision of the majority of the faculty members of that Division shall prevail. Term of

appointment will be two years and may be extended for additional two-year terms in the same manner as for initial appointment. However, Division Chairpersons serve at the discretion of the Vice-President of Academic Affairs and the Division and may be terminated upon the decision of either the Vice-President of Academic Affairs or the majority of Faculty of that Division.

2. Division Chairpersons shall receive released time of one-third of the credit hours of their normal load. Summer compensation shall be the pay for one three-credit summer course.

3. The Director of Nursing shall be excluded from this provision and shall serve as Division Chairperson for the Health Services Division unless mutually agreed upon by the Vice-President of Academic Affairs and the representatives of the Bargaining Unit.

Section J.

The Employer shall supply all teaching and support personnel with the materials, supplies, and services needed to perform their duties. Any grievance arising from this provision may be pursued up to but not including arbitration.

ARTICLE IV - POSITION OPENINGS, APPOINTMENTS AND RENEWALS

Section A. Position Openings

Except when it may affect an Employee awaiting recall, notice of all College positions, either new or when a standing position becomes vacant, shall be sent to all Federation officers and posted by Personnel Office on the Federation bulletin board(s) and on the bulletin boards on each floor. Bargaining Unit positions will be posted for no less than twelve (12) successive College work days and whenever possible, announced in the College's weekly publication. During periods of time when Employees are not normally on Campus or when on extended leaves, notification of vacancies/openings shall be mailed to them at their current addresses.

Section B. Appointments

Faculty appointments shall be made in the following manner:

1. The Vice-President for Faculty of the Federation will recommend for appointment by the President of the College the Faculty's committee members from the discipline and/or division for which the candidate is to be appointed.

2. A Screening Committee, the majority of whom shall be Faculty Members, shall be selected by the President of the College or his designee.

3. The Chairperson of the Screening Committee will be elected by the Committee from among its Faculty Members.

4. The Chairperson of the Screening Committee will submit the recommendations of the Committee to the President of the College through the Affirmative Action Officer.

5. The President of the College will recommend to the Board his selection from among the candidate(s) recommended by the Screening Committee.

6. In the event a recommended candidate is not acceptable to the Board, the President of the College may recommend one of the remaining recommended candidates or refer the matter back to the Committee for its appropriate action.

Section C. Renewals

1. All appointments shall be for a period of one (1) year. Notice of non-renewal shall be given no later than the last day of the winter term for the first and second years, except where economic retrenchment or non-renewal of a grant would necessitate later notification. Such notice shall be given no later than the last day of the fall term for Faculty Members beyond the second year, except where economic retrenchment would necessitate later notification, and then, not later than March 15.

2. If a Faculty Member's employment is not renewed, he shall be entitled to the reasons in writing. If a first or second year Faculty Member's employment is not renewed, he shall be entitled to file a grievance thereon and pursue the grievance through the grievance procedure up to but not including arbitation. In the third year of employment by the College and thereafter, no Faculty Member will be denied a renewal of employment or be terminated during the year except for just cause. If the cause is questioned the matter may be processed through the grievance procedure. Just cause shall be:

a. Incompetence;

b. Physical and/or mental incapacity which renders the Faculty Member unable to perform his duties;

c. Willful and persistent failure to carry out his responsibilities;

d. Conviction by a court of competent jurisdiction of charges the result of which would have a substantially adverse affect on the College.

e. Falsifying records or plagiarizing a paper submitted for an academic degree.

f. Failure to possess credentials required for position.

ARTICLE V - RANK, SALARY AND PROMOTIONS

Section A. Assignment of academic rank is independent from salary consideration. Minimum qualification is mandatory for placement for academic rank, and shall be based on (a) academic preparation, from an accredited institution, and (b) equated experience according to the following:

Rank	Preparation and Experience
Professor	Doctorate plus 2 years experience
	Master + 60 plus 3 years experience
	Master + 45 plus 5 years experience
	Master + 30 plus 8 years experience
	Master plus 10 years experience
	Or a total of 20 years of preparation and experience.
Associate Professor	Doctorate plus 1 years experience
	Master + 60 plus 2 years experience
	Master + 45 plus 4 years experience
	Master + 30 plus 6 years experience
	Master plus 8 years experience
	Or a total of 14 years of preparation and experience.
Assistant Professor	Doctorate
	Master + 60 plus 1 year experience
	Master + 45 plus 2 years experience
	Master + 30 plus 3 years experience
	Master plus 4 years experience
	Bachelor + 15 plus 5 years experience
	Or a total of 12 years of preparation and experience.
Instructor	Master Degree
	Bachelor + 15 plus 1 year experience
	Bachelor plus 2 years experience
	Associate plus 4 years experience
	Or a total of 10 years of preparation and experience.

Section B. Faculty shall be placed on the proper rank at such time as he/she meets the minimum qualification as stated in Section A., and has been at RACC on a full-time status according to the following:

Instructor with	Two (2) full academic years at that rank at RACC to Assistant Professor
Assistant Professor with	Two (2) full academic years at that rank to Associate Professor
Associate Professor with	Three (3) full academic years at that

Section C. Salary

1. Base salary shall be determined by the amount specified by educational achievement level plus the amount determined by experience accepted.

2. All formal education will be from an accredited institution. Additional credits for compilation purposes must be toward the next highest degree or graduate level courses and earned subsequent to the base degree (unless this requirement is waived by the Vice-President of Academic Affairs) to be considered for advancement to the appropriate educational level, except that this paragraph shall not apply to courses enrolled in prior to October 13, 1982. The decision of the Vice-President is final and not subject to the grievance and arbitration procedure.

3. All credits enrolled prior to the ratification of this Agreement and satisfactorily completed shall be considered for advancement to the appropriate educational level.

4. A Faculty Member acquiring additional educational credits shall receive the appropriate increase in base salary beginning the next full academic term of employment immediately following the successful completion of the necessary course work or the granting of a higher degree and the submission/receipt of an official transcript.

5. Salary increases due to educational credits completed shall be as follows:

a. During Academic Year: previous year's salary + total $ amount of educational increment x %age increase;

b. During Summer: previous year's salary x % increase + educational increment.

c. Educational increment is retroactive to term/quarter immediately following granting of the degree or satisfactory completion of additonal credits required for move to next educational level.

6. The amount for educational credit shall be as follows:

a. Associate Degree and Journeyman's Status as defined by the trade or three (3) years experience: $14,322 (first year); $14,895 (second year); open (third year).

b. Bachelor's Degree - $15,141 (first year); $15,747 (second year); open (third year).

c. Bachelor's Degree plus fifteen (15) credits - $15,899 (first year); $16,535 (second year); open (third year).

d. Master's Degree - $16,719 (first year); $17,388 (second year); open (third year).

e. Master's Degree plus fifteen (15) credits - $17,539 (first year); $18,241 (second year); open (third year).

f. Master's Degree plus thirty (30) credits - $18,360 (first year); $19,094 (second year); open (third year).

g. Master's Degree plus forty-five (45) credits - $19,179 (first year); 19,946 (second year); open (third year).

h. Master's Degree plus sixty (60) credits - $19,936 (first year); $20,733 (second year); open (third year).

i. Earned Doctorate - $20,757 (first year); $21,587 (second year); open (third year).

7. The amount determined for experience credit shall be the total for each of the categories specified below multiplied by the sum of $300 per unit of accepted credit to a maximum of 16 years.

a. Community College Professional Experience (including RACC/IMI).

(1) 1 year experience equals 1 year credit to 6 years' credit, thereafter

(2) 1 year experience equals 1/2 year credit.

b. Other College Professional Experience

(1) 1 year experience equals 1 year credit to 5 years' credit, thereafter

(2) 1 year experience equals 1/2 year credit.

c. Basic Education Professional Experience (as defined by Pennsylvania Department of Education).

(1) 1 year experience equals 1 year credit to 4 years' credit, thereafter

(2) 1 year experience equals 1/2 year credit.

d. Related Work

"Related" shall mean relevant to subject area for which the Faculty Member shall be hired.

(1) 1 year experience equals 1 year credit to 5 years' credit, thereafter

(2) 1 year experience equals 1/2 year credit.

8. In accordance with item 7, above, effective July 1, 1985, part-time experience at RACC will be calculated on a full-time, pro-rated basis with 30 credit hours equalling one (1) year of experience, except in the nursing department where part-time experience will be calculated as a percentage of a full-time load.

In no event will any prospective full-time employee be granted more than one (1) year of experience for any combination of part-time experience at RACC and/or full-time experience obtained anywhere in that same year.

9. The amount of related experience and the amount of educational experience to be credited to new Faculty Member shall be agreed to by the Employer, the Federation, and the Employee at the time of hire and shall not thereafter be subject to grievance.

10. Attached hereto and made a part hereof as Appendix A is a list of all grant and non-grant Faculty Members and their salaries effective July 1, 1985.

11. Persons who were Employees of the College on December 10, 1975 are excused from meeting the rank requirements of this Agreement.

12. Salary for twelve (12) month faculty shall be 20% greater than an Employee would be eligible to receive for an academic year contract.

13. Compensation for services shall be on a biweekly basis, on a Thursday. Each Faculty Member shall have the option of receiving over the months of September through June, 21 pays, or over the months of September through August, 26 pays.

a. Faculty Members on a 26 pay option may elect to receive all of the balance of their contractual salary in one check on the last pay period of that academic year providing written notice is received by the Payroll Office by June 1.

b. Beginning 1986-87 such notification must be given by October 1 of the preceding year.

14. Compensation for overloads shall be on a biweekly basis.

15. Retroactive payments of the increase in salaries shall be made no later than two pay periods after the date of execution of this Agreement.

16. a. Each presently employed Academic Year Employee shall receive an increase of $700 to the 1984-85 salary, (exclusive of overloads) in the first year of this Agreement beginning with the first pay in September and $700 to the 1985-86 salary, (exclusive of overloads) in the second year beginning with the first pay in September.

b. Each presently employed Fiscal Year Employee will receive an increase of $700 to the 1984-85 salary in the first year of this Agreement, effective July 1, 1985 and $700 to the 1985-86 salary in the second year, effective July 1, 1986.

c. Increases for the third year of the Contract are open for negotiations.

ARTICLE VI - PERSONNEL FILES

Section A. The Employer shall maintain only one official personnel file for each Faculty Member and only documents from/within this official personnel file can be used.

Section B. All material which becomes a part of the file must be signed by the originator. A Faculty Member shall receive a copy of all material before it is placed in his personnel file and shall verify receipt of the copy by initialing and dating the file copy. In the event a Faculty Member refuses to sign such material, the Federation Vice-President for Faculty shall witness such refusal, certify it, and the material shall be placed in the file. Such verification shall not necessarily imply agreement with the material.

Section C. No material derogatory to a Faculty Member's conduct, service, character or personality shall be placed in the official personnel file of such Faculty Member unless the signer is a person competent to know the facts or make the judgment.

Section D. A Faculty Member shall have the right to answer any material now in his file as well as any material filed hereafter and his answer shall be attached to the file copy.

Section E. Material not treated in the manner specified herein shall be given no weight or consideration for any purpose whatsoever and at the Faculty Member's request shall be removed from the file.

Section F. Material not in the official file may not be used against the Faculty Member for any purpose.

Section G. The Faculty Member may challenge any material in his file through the grievance procedure and, if the challenge is sustained, the material shall be removed from the file.

Section H. Only the Employee, his/her immediate supervisor, the Dean or Vice-President over the Employee's area, the President, Personnel Office staff, or any person designated in writing by the Employee may inspect an Employee's file.

Section I. The College is not required to make confidential pre-employment material available to the Faculty Member.

Section J. A Faculty Member shall have the right to examine his file and shall, upon his request, be given copies of any material in his file, except for confidential pre-employment material.

Section K. Information indicating special competencies, achievements, recognitions, performances or contributions shall be sent to the Employee's area administrator and shall be placed in the Employee's personnel file by the area administrator.

ARTICLE VII - SENIORITY, TRANSFERS, LAYOFF AND RECALL

Section A. Seniority

1. Seniority shall be on a college-wide basis and shall mean a Faculty Member's length of full-time service at the College since the most recent date of hire including any such time as an administrator. The seniority of those Employees of Industrial Management Institute who became Employees of the College as the result of the acquisition of Industrial Management Institute by the College shall begin as of February 6, 1974. Should a question of seniority arise as to those employees, their date of hire at IMI shall govern. In the event two or more Faculty Members have the same seniority, length of employment (number of semesters and/or

terms) at the College as a part-time Faculty Member shall be used to resolve conflicts; and in the event these are not conclusive or in the event there has been no such employment, the date of the Faculty Member's letter of application shall govern. If there is no letter of application, the date of the signed application form shall determine seniority.

Section B. Transfers

1. In the event the Employer determines that a vacancy and/or opening exists at any of the College's campuses or facilities, Faculty Members shall have the right to fill any such vacancy or opening based on seniority, providing such transfer does not adversely effect the maximum utilization of faculty.

2. In the event the Employer determines that a vacancy and/or opening in the bargaining unit exists at any of the College's campuses or facilities in the county and no qualified Faculty Member applies for the job, the Employer shall have the right to transfer the least senior qualified Faculty Member(s) to fill such vacancies providing that such transfer accomplishes the maximum utilization of faculty.

3. Anything herein to the contrary notwithstanding, in the event an entire program or department is transferred to a different campus or facility, the Faculty Members in that program or department also shall be transferred.

4. In case of transfers, the screening process may be waived by mutual agreement between the Employer and the elected representative(s) of the affected Bargaining Unit(s).

5. No transfer may be made into any Division unless the person transferring is deemed qualified for that area in the Division by the Employees in that Division and the area administrator.

6. Any Faculty Member transferring or exercising his right of displacement shall retain at the receiving Campus or facility all accumulated seniority for all purposes and all previously earned rights and benefits.

7. The filling of a position by transfer and/or by exercising of the right of displacement by a Faculty Member may be accomplished at any time, but shall be effective only at the beginning of the next academic term. The vacancy or opening shall be filled on a temporary basis during the interim period by the use of part-time Faculty Members or overload assignments.

Section C. Layoffs

1. A minimum full-time teaching faculty, exclusive of allied health and grant appointments, shall be maintained by the College in relation to the credit FTE enrollment based on the following formula: The credit FTES from the Spring and Summer I Terms of the preceding year, together with the FTES from the Summer II, Fall, and Winter Terms of the current year, will be added to obtain the total annual FTES in the credit area. This figure will be the basis of establishing the minimum full-time teaching faculty, less allied health and grants, by dividing that total FTES by

the factor 49.5. The resulting number will be the minimum full-time faculty requirement for the next academic year rounded to the nearest whole person using the rounding rule of .4 or less, drop; .5 or above, round to the next whole person. Should this calculation result in a reduction in the minimum full-time teaching faculty requirement, and the College choose to retrench full-time teaching faculty position(s), the resulting number of faculty retrenchments would be met by a corresponding and simultaneous adjustment to the number of nonbargaining unit positions beginning the next fiscal year. The requirement to retrench nonbargaining unit positions applies to any teaching faculty retrenchments to be effective with the 1986-87 academic year. In addition, the College shall maintain a minimum of 60% of the credit sections be taught by full-time faculty members.

2. Should the Employer feel that retrenchment(s) may be necessary, the Employer shall notify the Federation in writing forty-five (45) calendar days prior to the notification to affected Faculty Member(s). Following such notification, the parties shall meet and discuss the reason(s) for retrenchment and identify the affected position(s).

3. In the event layoffs of Teaching Faculty occur, the Employer shall use one of the following criteria:

a. The Employer shall identify for layoff the least senior Teaching Faculty Member provided this would not eliminate a viable program, or if the Employer can demonstrate the least senior faculty member's employment is essential for the continuation of a viable program, the Employer may select the next least senior Teaching Faculty Member whose employment is not essential for the continuation of a viable program as demonstrated by the Employer.

b. Or the Employer may select the least senior Teaching Faculty Member in an area of qualification provided the Employer can demonstrate that the number of sections constituting a full-time teaching load does not exist in the area(s) of qualification for said Employee.

4. Should the affected Employee be qualified to teach within another area of qualification, he/she shall have the right to displace a less senior Employee in that area.

5. Layoffs of Non-Teaching Faculty shall be done in accordance with seniority, the least senior within the affected area of qualifications being laid off first.

6. A Faculty Member who cannot be employed by the exercise of seniority within his area(s) of qualification(s) at the campus or facility of his assignment shall have the right to be employed at any other Campus or facility where a position exists within his area(s) of qualification(s) if he has the required seniority. If a Faculty Member exercises this right, he must displace the most junior Faculty Member in that Faculty Member's area of qualification.

7. Any Faculty Member who is displaced and for whom no position exists shall be placed on a preferred recall list and shall retain all prior accrued seniority, rights and benefits obtained up to the date he was placed on the preferred recall list provided, however, that none of

the fringe benefits specified in this Agreement shall be granted while he is on the preferred recall list and all these rights and his position on the list shall be retained for a period equal to his/her length of service or three (3) years, whichever is greater.

8. Any Faculty Member transferring or exercising his right of displacement shall retain at the receiving Campus or facility all accumulated seniority for all purposes and all previously earned rights and benefits.

9. The filling of a position by transfer and/or by exercising of the right of displacement by a Faculty Member may be accomplished at any time, but shall be effective only at the beginning of the next academic term. The vacancy or opening shall be filled on a temporary basis during the interim period by the use of part-time Faculty Members or overload assignments.

10. The Board will continue to pay the cost of health and life insurance for three (3) months following a displaced Employee's last day of employment.

Section D. Recall

1. Recalls of qualified Faculty Members shall be based on date of placement on the preferred recall list (the last Faculty Member placed on the list shall be the first recalled).

2. Upon recall, a Faculty Member shall retain all seniority rights and benefits earned prior to lay-off or displacement and shall immediately begin to accrue additional seniority for all purposes.

3. Recall shall occur whenever a full-time position within the Faculty Member's area(s) of qualification(s) becomes available providing said Employee's skills are current as determined by the Vice-President of Academic Affairs. Notification of recall shall be by certified letter. The Faculty Member shall have thirty (30) calendar days after receipt of the letter to respond. If he/she does not accept the position offered within the thirty (30) calendar days, he/she shall be considered resigned. The Faculty Member may not be required to return to College employment prior to the beginning of the next academic year. It is the responsibility of the Employee to keep the Employer informed of his/her current address. The Employer is free to fill a position using any appropriate method while awaiting the return of a recalled Employee.

4. Anything herein to the contrary notwithstanding, a displaced Faculty Member who does not have full-time employment elsewhere shall be offered all overload and part-time assignments in his area(s) of qualification(s).

Section E.

The words "qualified" and "qualifications" as used in this Article shall be as defined by each division of the Faculty with the approval of the administration. If such definitions are not adopted by the end of Winter Term 1985, the determination of qualifications for purposes of this Article shall be made solely at the discretion of the Administration until there shall be such adoption.

ARTICLE VIII - COPYRIGHT AND PATENTS

Section A.

1. The original draft or design of all materials or devices to support instruction and/or services created by a Faculty Member(s) while employed by Reading Area Community College during a regular contract period or special development project, becomes the property of that individual(s) and may be copyrighted or patented in the name of the individual(s).

2. When a Faculty Member is compensated by the Employer for the development of materials or devices to support instruction and/or services at Reading Area Community College, the right to reproduce and sell to Reading Area Community College students any copies, at any time, of these materials and devices is immediately vested in the College, and the author(s) or inventor(s) may not require royalty payment from the College or its students for any of these reproductions.

3. When a Faculty Member(s), while employed at Reading Area Community College, develops any materials or devices to support instruction and/or services on his own time without compensation by Reading Area Community College, he is entitled to exclusive rights to copyrights, patents, and royalties.

ARTICLE IX - INSURANCE, RETIREMENT AND OTHER BENEFITS

Section A. Insurance

1. Health

The Employer shall continue its present and/or increased hospital, medical and major medical insurance coverage for Faculty Members, their spouses and their dependents at no cost to the Faculty Member.

2. Dental

The Employer shall continue its present and/or increased dental coverage for each Faculty Member, his/her spouse and/or dependent(s).

3. Prescription

The Employer shall continue its present prescription coverage for Faculty Members and dependents at no cost to the Faculty Member.

4. Life

The Employer shall continue its present life insurance coverage for Faculty Members at no cost to the Faculty Member.

5. Long Term Disability

For Employees who have been employed for a period of six (6) months or more, the Board shall pay the insurance premium on a long term disability contract. To be entitled to such benefits, an Employee must be insured under this policy at the commencement of the period of continuous

Total Disability. Such benefits will commence on the first day of the calendar month next following the completion of six months of continuous Total Disability, and will be paid each month thereafter during the continuance of Total Disability. Such benefits will cease on the first day of the month in which the period of continuous Total Disability terminates or, if earlier, on the first day of the month in which the Employee attains his/her 70th birthday. The total disability payment from the insurance and social security (including family benefits) for such Employee shall provide 66.66 percent of the first $4,125 of the base monthly salary not to exceed $2,750 per month.

6. Occupational Liability

The Employer shall provide, at no cost to the Employee, Occupational Liability insurance protecting the Employee against claims for civil damages arising out of College-related activities up to $1,000,000 primary and $4,000,000 excess. Coverage shall include bodily injury or death of others; assault and battery; personal injury liability coverage for libel, slander, defamation of character, violation of the right of privacy, detention, false arrest, humiliation and loss of reputation; failure to educate; and property damage. Should the Employer be unable to obtain said coverage, the parties shall negotiate a replacement provision.

7. Malpractice

The Employer shall provide, at no cost to the Faculty Member, malpractice insurance for those Faculty Members licensed to practice in Health Services Programs such as Medical Laboratory Technologies and Nursing. The amount of coverage shall be $1,000,000 per individual claim with an aggregate of $1,000,000 resulting from such claims.

Section B. Retirement

1. Retirement Systems

In accordance with the Faculty Member's election, the Employer shall pay to Teachers' Insurance Annuity Association (TIAA-CREF) or to the Pennsylvania Public School Employees' Retirement System (PSERS) a sum at least equal to that required for each Faculty Member by the Pennsylvania Public School Employees' Retirement System (PSERS). The Employer shall pay the the State Employees' Retirement System (SERS) the amount required by that Fund for each Employee who is a member of that Fund. Employees hired after July 1, 1980 shall elect coverage either with TIAA or PSERS under the above condition. If a retirement plan is not selected by the Employee within thirty (30) calendar days of the starting date, the Employee will automatically be placed in PSERS. A new Employee who is at the time of hire a member of the State Employees' Retirement Fund (SERS), may continue coverage under that Fund.

2. Retirement from Employment

Faculty Members wishing to retire shall, prior to applying for such retirement, notify and consult with the President with respect to the effective date of such retirement. An Employee wishing to retire must have five (5) years of continous full-time service and have reached the age of fifty-five (55) by the proposed retirement date, or will be ineligible for the benefits described below. Except with consent of the Board, all Faculty Members must retire at the end of the fiscal/academic year in which they reach the age of seventy (70) years.

a. A qualified retired Employee only shall be guaranteed, at no cost to the retiree:

(1) $3,000 life insurance policy.

(2) Free parking during adjunct teaching assignments.

Section C. Other Benefits

1. FICA

The Employer shall continue Social Security (FICA) participation for Employees.

2. Parking

Parking space contiguous to the College shall be made available to Employees at no cost to the Employees.

3. Child Care

Employees who enroll their child (children) in the College's Early Learning Center shall be charged the same prevailing rate as established for students.

ARTICLE X - ACADEMIC FREEDOM

Section A. Academic freedom derives from the nature of the quest for knowledge. It is essential to the full search for truth and its free exposition, applies to both teaching and research and shall not be abridged or abused. To this end, the parties agree that:

1. Faculty Members except as restricted by terms of grants shall have full freedom in research and in the publication of the results.

2. Faculty Members shall have freedom of discussion in the classroom, in the student-faculty relationship, and in committee meetings.

3. Faculty Members when they speak, write or otherwise express themselves as private citizens and/or exercise their legal and/or constitutional rights, shall be free from institutional censorship or discipline.

4. Libraries shall provide books and other materials presenting all points of view; no library materials shall be prescribed or removed from libraries because of partisan or doctrinal disapproval; library materials shall not be excluded because of the race, nationality or the social, political or religious views of the authors.

ARTICLE XI - GRIEVANCE AND ARBITRATION

Section A. A grievance is a complaint:

1. That there has been a deviation from, or misinterpretation or misapplication of a policy.

2. That there has been a violation, misinterpretation, misapplication, inequitable or otherwise improper application of any provision of this Agreement.

Section B. Any grievance arising during the term of this Agreement shall be processed in accordance with the following procedure:

1. Every effort shall be made to resolve a grievance informally with the appropriate Dean or with the Vice-President of Academic Affairs within ten (10) working days of the occurrence of the condition giving rise to the grievance or of the time the Employee or Federation knew or reasonably should have known that the act or condition giving rise to the grievance occurred. The grievance shall be submitted in writing.

2. If the grievance is not settled informally and the Employee and/or the Federation feels that there is just cause for further processing of the grievance, the written grievance shall be presented to the President or his designee within five (5) working days of the impasse. The President or his designee shall hold a meeting with the Employee and representatives of the Federation within five (5) days after the date of presentation, and the President or his designee shall state his answer to the grievant and the Federation in writing within three (3) days after the meeting. In cases of discharge see H., below.

3. If the answer of the President or his designee is unsatisfactory to the grievant and/or the Federation, the grievance shall, within five (5) days after the receipt of the answer be referred in writing to the Board or its appropriate committee or member. A meeting between the Board and/or its appropriate committee or member and the representatives of the Federation shall take place within ten (10) days after receipt of the written grievance. The Board shall give its answer to the grievant and Federation, in writing, within five (5) days after the meeting. If the answer of the Board is unsatisfactory to the Federation, the Federation only may, within ten (10) days refer the matter to arbitration under the following section.

4. The Federation shall notify the President in writing, that it is requesting arbitration under the rules of the American Arbitration Association and the arbitration will proceed with all practical dispatch.

Section C. Without affecting any other of its rights, the Board shall have the right to file and process grievances. Such grievances shall be initiated at the third step (Section B. 3., above) by submission to the President of the Federation. If such submission is made, the Board and Federation shall proceed under Section B. 3. with their positions reversed.

Section D. The arbitrator shall have neither the jurisdiction nor the authority to add to, detract from, or modify in any way, any provision of this Agreement. The award and decision of the arbitrator shall be final and binding on both parties.

Section E. Each party shall bear the expenses for the presentation of its own case and shall divide equally the fees and necessary expenses of the impartial arbitrator.

Section F. In the event that the Employer shall fail to meet any of the time limits set forth in this procedure, the grievance, upon such failure, may be referred to the next step in accord with the grievance procedure. In the event that the grievant and/or Federation shall fail to observe the time limits set forth in this procedure, upon such default the grievance shall be considered to be settled in the manner provided for in the College's last answer.

Section G. Any and all time limits provided for in this procedure may be extended by mutual agreement of the parties.

Section H. In discharge cases the grievance shall commence at step two (Section B. 2. hereof) and must be filed within five (5) days after the Employee and the Federation have been notified in writing of the action and the reasons therefore.

Section I. Only College working days shall be counted in computing the time limits in this Article.

Section J. No award of money payment shall be made by the Arbitrator retroactive beyond the beginning of the academic year for which the grievance was filed.

Section K. Grievances shall be handled outside of assigned working hours unless the parties shall otherwise agree.

ARTICLE XII - STRIKES OR LOCKOUTS

The Employer shall not conduct or cause to be conducted a lockout during the term of this Agreement. During the term of this Agreement, there shall be no strike as that word is defined in Act 195 by the Employees covered by this Agreement.

ARTICLE XIII - MANAGEMENT RIGHTS

The Employer shall retain all of its rights of management which are not inconsistent with this Agreement or the exercise of which do not conflict with this Agreement, whether or not considered by the parties hereto during the negotiation of this Agreement. Any of the rights, powers, functions or authority which the College had prior to the signing of this Agreement, including but not limited to those in respect to wages, hours of employment or conditions of work except as they are specifically abridged or modified by this Agreement are retained by the College and shall not be subject to negotiation during the term of this Agreement.

Nothing in this Agreement nor the Agreement itself shall be considered as requiring the College to continue any past practices unless they are specifically set forth in this Agreement.

ARTICLE XIV - SAVINGS CLAUSE

In the event that any provision of this Agreement is or shall at any time be held to be contrary to law by a court of last resort of Pennsylvania or of the United States or by a court of competent jurisdiction from whose judgment or decree no appeal has been taken within the time provided for doing so, that provision shall be null and void, but all other provisions of this Agreement shall continue in effect. In such event, within ten (10) calendar days after the voiding of the provision, the parties shall meet for the purpose of attempting to agree to a substitute provision which is not in violation of the law. If during the term of this Agreement, or any renewal thereof, any such null and void clauses become legal or permissible by legislative enactment, a subsequent decision of the court, or otherwise, such null and void clauses shall automatically again become part of this Agreement.

ARTICLE XV - TUITION AND LEAVE

Section A. Tuition Waiver/Remission(s)

1. RACC Courses

Tuition and fee waiver will be provided to Employees, their spouses, and legal dependents for courses taken at Reading Area Community College in accordance with the following:

a. Employees - Upon application to the Employee's immediate supervisor, Employees shall be permitted to enroll full-time or part-time. Such courses shall be taken at times other than during the Employee's regular work schedule. However, with approval, the Employee's work schedule may be altered to meet the course schedule for one course per term.

b. Dependents - Spouses and legal dependents shall be permitted to take courses at Reading Area Community College on a full-time or part-time basis, tuition free. All required fees will be paid by the Employee for spouse and legal dependents.

2. Education Assistance Loans (EAL)

a. A Faculty loan program shall be provided from funds budgeted annually for Faculty Members to (1) improve their professional competence and/or (2) enhance the quality of their services. Such study shall be related to the Faculty Member's College duties or subject field/area or the field of education and shall be at an accredited college or university. All credits must be toward the next highest degree or graduate level courses unless waived by the Vice-President of Academic Affairs.

b. Loans for this purpose granted to an Academic Year Employee shall be forgiven at the rate of one-sixth (1/6) the amount of the indebtedness for each term he/she remains in the College's employ as a regular full-time Employee. Such forgiveness shall begin with the next full academic term of employment immediately following the successful completion of each course. For a Calendar Year Employee, forgiveness shall be at the rate of one-sixth (1/6) the amount of the indebtedness for each three (3) months he/ she remains in the College's employ as a regular full-time Employee. Such forgiveness shall begin with the next full three (3) month period of employment immediately following the successful completion of each course.

c. Faculty Members as of July 1 of their second year of continuous employment and thereafter shall be guaranteed $225 per year or the tuition for one three-credit course, whichever is less. Loans for the balance of tuition costs shall be distributed within ninety (90) days of the end of the fiscal year on an equitable basis by credit to each Faculty Member having taken such courses based on the remainder of the account. No loan may exceed tuition costs. Transcripts and receipts must be submitted to the Personnel Office by September 15 of the following fiscal year in which credits are earned or payment from the end-of-year distribution for said credits will be deferred until the following year. A Faculty Member not availing himself of a tuition loan in any year shall be allowed up to $100 for the payment of dues to a professional organization or organizations (Bargaining Unit dues excluded) for that year. Reimbursement shall be made by the Employer upon presentation to the Personnel Office of the receipt(s) for the dues paid.

d. The College shall budget $7,500 annually for this purpose. Unused money each year and monies recovered from Employees leaving the employ of the College before forgiveness of a loan has been completed, shall be transferred to the budgets of other Local 3173 Units if the budgets of those Units are inadequate.

e. A Faculty Member whose employment with the College terminates before the full amount of the outstanding unforgiven balance of a loan is forgiven is required to repay the unforgiven balance. The Employee may make lump sum repayment or repayment shall be at the rate of 1/6 the amount of indebtedness on a quarterly basis at a simple interest rate of nine (9) percent per annum on the outstanding balance.

f. A written application must be submitted to the Personnel Office upon registration in a course(s), but not later than June 30. Loans will be approved by the President or his designee in accordance with an established procedure which shall not be inconsistent with nor in conflict with the terms of this Agreement. Loans will be authorized by the President or his designee upon receipt of the application, the original tuition receipt, a grade report of "C", satisfactory, pass, credit, or better, and a signed promissory note will be required upon receipt of reimbursement.

g. Loans are available to Employees on approved leaves of absence.

h. In the event of a Faculty Member's death or total disability during the time he/she is still indebted to the College for Education Assistance Loans, such indebtedness shall be cancelled in full.

i. In the event a Faculty Member's position is retrenched while he/she is still indebted to the College for the Education Assistance Loan, such indebtedness shall be cancelled in full and reinstated upon recall.

j. In the event a Faculty member returns to the College after a termination (resignation or termination of a grant) the forgiveness procedure shall be reinstated on any outstanding indebtedness. Money already obligated or paid to the College under item e, above, will not be returned to the Employee.

k. The Bargaining Unit may transfer to or receive from each of the other two (2) Bargaining Units, any amount up to the remainder of their EAL fund(s) by mutual written agreement of the Unit(s) involved, if it so elects in order to meet EAL requests.

Section B. Leaves

1. Replacements for Employees on leave must meet qualifications established by job description and/or appropriate division/department supervisor and area adminstrator.

2. Employees shall be entitled to the following leaves and when applicable and where possible, it is the responsibility of the Employee taking a leave under the following provisions to inform the immediate supervisor of provisions for coverage during absence.

a. Bereavement Leave (Family)

(1) Absence due to the death of a member of the immediate family shall not exceed four (4) continuous College working days without loss of pay.

(2) The "immediate family" includes a spouse and natural or step-parent, -child, -sibling,-sibling of spouse, -grandparent, -grandchild, or -parent of a spouse, or any person residing in the personal household.

(3) One (1) regular work day during any four (4) day week schedule shall be equal to one (1) day of leave.

b. Bereavement Leave - Family - Other Than Immediate

(1) Bereavement leave for family other than those listed in a.,(2) above is limited to one (1) day without loss of pay.

(2) One (1) regular work day during any four (4) day week schedule shall equal one (1) day of leave.

c. Legal Leave

(1) An Employee, selected for jury duty, will be paid full salary less the amount received for the jury duty.

(2) An Employee, subpoenaed as a witness, will be paid full salary less the amount received for honoring the subpoena.

(3) An Employee requested by the Board or by the agency to attend hearings before any governmental agency for a College related matter will be paid full salary.

d. Religious Leave

(1) Absence for the observance of religious days other than those stated under the established holidays is allowed up to a maximum of three (3) days per year without loss of pay.

(2) One (1) regular work day during any four (4) day week schedule shall equal one (1) day of leave.

e. Military Leave

(1) Any Employee who serves in the armed forces or in alternative services approved and authorized by the selective service shall be granted a leave of absence without pay.

(2) Military leave for voluntary enlistment is limited to persons having completed one (1) academic year and is limited to four (4) years of active duty.

(3) An Employee so affected is required to reapply within ninety (90) days after discharge or separation from service or whichever comes first.

(4) The Employee shall be given the same position or one of like status and compensation, with all benefits and increments to which he/she would have been entitled had he/she been in regular service with the College, other than credit for seniority except as previously earned, unless position is retrenched, in which case the Employee may use his/her displacement rights.

f. Personal Leave

(1) Leaves for personal reasons shall be granted with pay. Newly hired Employees working less than a full year have their personal leave prorated. Fiscal year Employees will receive 22.5 hours of personal leave and academic year Employees will receive three (3) days of personal leave. It is understood that a teaching employee taking a personal leave on a regularly scheduled teaching day will be charged for a full day regardless of the actual hours he/she is required to teach on that day.

(2) An Employee is not required to submit a reason for requesting a personal day(s) in advance.

(3) It is the responsibility of the Employee taking leave to notify the immediate supervisor via leave form two (2) working days prior to the personal leave. If this cannot be done, a reasonable explanation must be given in writing upon the day of return.

(4) One (1) regular work day during four (4) day summer schedule shall equal one (1) day of leave for teaching faculty only.

g. Holiday Leave

(1) The following days are established as holidays without loss of pay:

December 31*
New Year's Day
Martin Luther King Day
President's Day
Spring Recess
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day and
  the day following
Winter Recess
  1985: 12/24 thru 12/29
  1986: 12/24 thru 12/28
  1987: 12/24 thru 12/28

*If December 31 is a Monday, time off shall be a full day; if December 31 is any other day, time off shall be one-half (½) day.

When any of the above holidays fall on a Saturday, the Employee shall have the preceding Friday off. When any of the above holidays fall on a Sunday, the Employee shall have the following Monday off.

(2) Any employee, other than teaching faculty, required to work on one of the holidays designated shall receive his/her regular pay for the number of hours worked on the holiday and will be granted paid time off on another day equivalent to the number of hours worked on the holiday.

h. Vacation Leave

(1) The following schedules are established:

(a) Full-time professional employees (except teaching faculty):

Years Employed	Monthly Rate of Accumulation	Yearly Equivalent	Maximum Accumulation Allowed
0-10	1.6667 Work Days	20 Work Days	25 Work Days
11-20	2.0833 Work Days	25 Work Days	30 Work Days

NOTE: An Employee may not carry more than five (5) days of unused earned vacation past September 30. Any fractional day of accumulated vacation leave when taken shall be taken as a full day.

(2) The needs of the College are to be considered when scheduling vacations. Insofar as possible, however, consideration will be given to any specific request of an Employee. Competitive requests, within a division, for the same time off shall be decided in favor of the Employee with the longer period of continuous service.

(3) In general, it is desirable that Employees take their vacations in consecutive days or weeks. Special consideration may be granted by supervisors for infrequent "day-at-a-time" vacations.

(4) Vacations should be scheduled and approved in advance by supervisors. A vacation request form must be submitted two (2) calendar weeks prior to the requested vacation. Supervisors may allow time off, that is not scheduled in advance, to be charged against vacation accumulation in any case where the supervisor judges the circumstances to have been emergency in nature.

(5) An Employee will be paid for all earned unused vacation time to which he/she is entitled when employment is severed for any reason. In case of the Employee's death, the Cash Value of unused vacation accumulation will be paid to the beneficiary of the Employee's College life insurance policy or to any other recipient(s) whose name(s) is designated in writing and filed with the Personnel Office.

(6) A full month of employment for the purpose of accumulating vacation days is as follows:

(a) If employment begins on or before the fifteenth (15th) day of the month, it shall count as one (1) full month.

(b) If employment begins on the sixteenth (16th) day of the month or later it shall not count as one full month. The following month shall be the first full month of accumulation.

i. Temporary Disability/Childbearing Leave

(1) Upon written request to the immediate supervisor, an Employee with at least one (1) year of continuous full-time service who becomes temporarily disabled/pregnant, shall be granted a leave of absence, without pay, for a period normally not to exceed the length of the temporary disability, to be determined by the attending physician, but in no case more than six (6) months and may include any accumulated paid sick leave time and earned vacation leave if the Employee so elects.

(2) During such leave of absence the Employer shall continue in force all insurance coverages the Employee would have had, had he/she been in regular service, as permitted by the carrier.

(3) When the Employee is ready to return to employment, the Employee shall notify his/her immediate supervisor and Personnel Office, in writing, at least two (2) weeks prior to return.

(4) Upon return from such leave of absence, the Employee shall be placed on his/her prior assignment, or one of like status and compensation, with all benefits except retirement, and increments, including seniority, to which he/she would have been entitled had he/she been in regular service unless the position has been retrenched, in which case the Employee may exercise his/her displacement rights. The granting of this leave and the benefits attendant hereto obligate the Employee to return to the College for a period not less than the length of the leave or reimburse the Employer at the actuarial rate and/or premium, whichever is applicable, for benefits paid during this leave.

(5) An Employee who desires to apply for temporary disability leave shall notify the Personnel Office and the immediate supervisor as soon as the disability is definitely determined. Application for childbearing leave shall be made at least one (1) month prior to the beginning of the desired leave unless such notice is impossible due to medical necessity. Failure to observe the notification and application procedure may cause an Employee to forfeit the right to such leave.

j. Childrearing Leave

(1) Upon written request to the immediate supervisor and Personnel Office an Employee with at least one (1) year of continuous full-time service shall be granted a leave of absence without pay for purposes of rearing and caring for the Employee's own child under the age of six (6) years or a child under the age of six (6) years in the legal process of being adopted for a period not to exceed one (1) continuous year. Such leave does not include any paid sick leave time.

(2) During such leaves of absence the Employer shall continue in force all insurance coverages the Employee would have had, had she/he been in regular service, as permitted by the carrier. The Employee shall not accrue sick or vacation leave days during such leave.

(3) When ready to return to employment, the Employee shall notify the immediate supervisor and Personnel Office, in writing, at least, two (2) months prior to return unless other arrangements were made upon granting of the leave.

(4) Upon return from such leave of absence, the Employee shall be placed on prior assignment, or one of like status and compensation, with all benefits except retirement, and increments, including seniority, to which he/she would have been entitled had he/she been in regular service unless the position has been retrenched, in which case the Employee may utilize his/her displacement rights. The granting of this leave and the benefits attendent thereto obligate the Employee to return to the College for a period not less than the length of the leave or reimburse the Employer at the actuarial rate and/or premium, whichever is applicable, for benefits paid during this leave.

(5) An Employee who desires to apply for childrearing leave shall notify the immediate supervisor, the area administrator, Personnel Office and the President at least two (2) months prior to the beginning of the desired leave except that in the event of adoption, application shall be made as soon as a definite date of possession is known. Failure to observe the notification and application procedure may cause an Employee to forfeit the right to such leave.

k. Sick Leave

(1) Full-time Employees who are unable to perform their regularly assigned duties because of illness or injury not covered under Worker's Compensation, shall be granted sick leave.

(2) This sick leave must be earned during the first year of employment at the rate of one (1) day per month to a maximum of twelve (12) days for fiscal year Employees, and to a maximum of (9) days for academic year employees.

With one (1) full year of continuous service, fiscal year Employees shall be granted fifteen (15) days sick leave. Academic year Employees will receive twelve (12) days.

Those fiscal year Employees starting their third or more year of continuous employment will receive eighteen (18) days per year. Those academic year Employees starting their third or more year of continuous employment will receive fifteen (15) days.

(3) Unused sick leave shall be accumulated to a maximum of 180 work days.

(4) It shall be the duty of an Employee of the College, prevented from working because of personal illness or injury, to notify immediately the switchboard operator or arrange, if possible, to have the same done.

(5) Employees who are absent because of personal illness for five (5) or more consecutive College work days may be required to submit a medical certificate from their personal attending physician upon their return to work.

(6) In any instance where there is a continued absence or repetition of absence because of personal illness, the President may require the Employee to submit to medical examination by a physician of the Employer's choice. If the Employee disagrees with the conclusions of the Employer's physician, she/he may submit the results of an examination by a physician of his/her choice. If the two physicians are in disagreement, the Employee or the Employer may request examination by a third physician chosen by the Berks County Medical Society. The findings of the third physician shall be binding. The cost of all examinations shall be paid by the Employer.

(7) For extended sick leaves, an Employee will be charged the number of days he/she was required to be at the College. If the sick leave extends into the next term, the previous term's schedule of days shall apply.

(8) Should an Employee become sick during a vacation, at the Employee's option, the time used because of illness may be charged to sick leave instead of vacation provided the Employee presents a doctor's verification of illness.

(9) Employees in good standing who terminate with appropriate notice or who are retrenched, shall be paid for unused accumulated sick leave according to the following schedule: (Ref. Memorandum of Agreement, Item 3.)

At least 3 years' service but less than 5 years - 10% of 30 days max.
At least 5 years' service but less than 10 years - 20% of 30 days max.
At least 10 years' service but less than 15 years - 50% of 30 days max.
At least 15 years' service but less than 20 years - 75% of 30 days max.
More than 20 years' service - 100% of 30 days max.

Appropriate notice for teaching faculty shall be at least two (2) weeks prior to the end of a term, with the resignation to take effect on the final day of that term. Three (3) weeks shall be considered appropriate notice for nonteaching faculty members. An Employee who fails to give appropriate notice shall lose all accumulated sick leave pay.

An Employee whose service is terminated for just cause other than conviction of a criminal act shall lose all sick leave accumulated during the last three (3) years of employment. If terminated as a result of conviction of a criminal act which would have a detramental effect on the College, the Employee shall lose all accumulated sick leave pay.

1. Other Leaves

(1) Sabbatical

(a) To qualify for Sabbatical Leave, a Faculty Member must have completed five (5) years continuous full-time service at Reading Area Community College since beginning service or seven years continuous service since his last Sabbatical. Any approved leave of absence during this period is considered full-time service.

(b) Eligible candidates shall make application through the Personnel Officer to the President of the College, in the form of a written proposal, during the period from October 15 through December 1 of the year preceding the intended leave. The proposal shall set down details of plans, anticipated results and arrangements. The applicants will be notified not later than January 15 of the action taken on their proposal.

(c) A Sabbatical Leave may be taken for study, research, publication or activities which will result in increased individual performance or produce academically or socially useful results.

(d) Applicants who qualify by meeting the requirements of (1) and (3) above will be approved in the order of seniority provided those taking a first leave shall be approved before those taking a second leave.

(e) During the term of this Agreement and thereafter, 10% of the bargaining unit excluding conditional and temporary employees shall be granted sabbatical leave. If the computation of the 10% results in a fraction, it shall be raised to the next whole number, not to exceed three (3) employees.

(f) The Employer shall contribute its share of retirement and other benefits for the period of a Sabbatical Leave. During such leave, the Faculty Member will receive his regular salary according to the following schedule:

1. Those persons under academic year contract shall receive their regular salary for one or two terms of Sabbatical Leave or two-thirds (2/3) of their regular salary if the leave is for the full academic year.

2. Those persons on a twelve-month contract shall receive regular salary for up to six (6) months of Sabbatical Leave or two-thirds (2/3) of regular salary if the leave is for the full twelve months.

(g) Upon return, the Faculty Member shall be placed in his prior assignment, or one of like status and compensation, with all benefits and increments to which he/she would have been entitled had he/she been in regular service.

(h) A Faculty Member must return for a continuous period of one year after completing his/her Sabbatical Leave unless prevented by circumstances beyond his/her control. Those not returning, unless denied the opportunity by mandatory retirement, must reimburse the Employer for monies received from it during such leave. The Employer may require the Faculty Member and spouse to sign a promissory judgment note to the College covering the reimbursement, which note by its terms shall be null and void after the one-year period of return.

(i) An applicant for sabbatical shall have the opportunity to withdraw his/her application without penalty prior to the January Board meeting. At the same time the sabbatical grantees are notified of their awards, the Employer shall provide the Federation with a list of all sabbatical applicants listed in order of greatest sabbatical seniority.

(j) A sabbatical leave withdrawn on or after the date of the January Board meeting shall be considered as taken for the purpose of this Article except in those instances in which circumstances beyond the control of the applicant preclude the fulfillment of the sabbatical plans. In the event of a withdrawal prior to the January Board meeting or of circumstances as aforesaid which preclude the fulfillment of plans, the applicant(s) with the next highest sabbatical seniority shall be offered the sabbatical leave and such individual(s) shall be given until February 1 to accept or decline (which must be in writing, and failure to respond will be considered a declination). Should the applicant accept, he/she will be notified no later than five (5) days after the February Board meeting of the action taken on their proposal. Anything herein to the contrary notwithstanding, a Faculty Member who fails to accept an available sabbatical leave caused by a withdrawal, shall do so without penalty. In no event will the Employer be required to offer a sabbatical leave to anyone after February 1. The Employer shall immediately notify the Federation of any declination of a sabbatical and of any acceptance of a sabbatical on a substitute basis.

(2) Professional Leaves and Absences

(a) Paid leaves of absences to attend professional meetings and conferences shall be granted to Faculty Members. Faculty Members must make, and have approved, arrangements for their classes.

(b) The Faculty Member, after receiving approval for expenses will be paid in accordance with Article XVII.

m. Noncompensatory Leave

(1) All full-time regular contract Employees may request in writing through the Personnel Office permission from the President for a noncompensatory leave.

(2) The length of noncompensatory leave is specified as follows:

Length of Regular Services with the College at the Maximum Length of start of the Noncompensatory Leave	Noncompensatory Leave
(1) End of 6th months of continuous service through 1 year	up to 1 month
(2) Second and third year of continuous service	up to 6 months
(3) Fourth year of continuous service or more	up to 12 months

Additional noncompensatory leave may be granted under extreme circumstances where determined appropriate by the President. The President's decision is not grievable.

(3) Upon return, the Faculty Member shall be placed in his prior assignment, or one of like status and compensation, with all accrued benefits and increments to which he/she would have been entitled had he/she been in regular service unless the position has been retrenched, in which case the Employee may exercise his/her displacement rights. A Faculty Member granted such leave may continue the benefits provided by the College at no cost to the College.

ARTICLE XVI - WORK LOAD

Section A. Course Load

1. Course load shall be no more than thirty (30) credit hours for the academic year, but may be as low as twenty-seven (27) credit hours per year for some Faculty Members and shall include no more than two (2) preparations per term. For two of the three academic terms, a Faculty Member shall carry no more than nine (9) credit hours. For the third term a Faculty Member shall carry no more than twelve (12) credit hours. An additional course may be assigned in order to bring the Faculty Member's academic year course load to a minimum of twenty-seven (27) credit hours. All of the above are exclusive of overloads. In the absence of a full load in any term, the Vice-President of Academic Affairs may assign a Faculty Member other duties. For these purposes three (3) credit hours are the equivalent of seventy-five (75) hours of other duties.

2. Credit hours shall be equal to credits granted for a course, with the exception of a course involving laboratory hours. Two (2) laboratory hours are equal to one (1) credit hour.

3. No Faculty Member shall have more than (2) two preparations in any term, exclusive of overloads. A preparation shall be defined as any course taught in a single term. Additional sections of the same course taught in the same term shall not be additional preparations.

Section B. Scheduling

1. Class schedules for Faculty Members shall not exceed an elapsed time of nine (9) hours from the start of the first class in a day to the end of the last class in the same day.

2. A minimum of twelve (12) hours shall elapse between the end of a Faculty Member's last class or scheduled hour in a day and the start of his first class or scheduled hour the next day, unless otherwise mutually agreed.

3. No Friday night or Sunday classes shall be scheduled. No Faculty Member shall be scheduled for Saturday class as part of his/her regular load unless such class is necessary to complete his/her full load.

4. Division Chairpersons shall be notified by the Vice-President of any changes in course offerings.

Section C. Compensations

1. Overloads - Each credit hour of teaching and/or preparation worked in excess of those specified in A-1 and A-3, above, shall be compensated at $330 in the first year of this Agreement, $343 in the second year, and renegotiated for the third year. Compensation at the same rate shall be made when teaching courses offered at times other than the regularly scheduled three terms.

2. Cooperative Education - Faculty Members shall be compensated at $16 per student per credit hour taught. This amount is to be paid in addition to any payment that may have been made in item 1., above.

3. Credit for Experience - Faculty Members shall be reimbursed $13 per hour of evaluation of a student's portfolio, Division-approved challenge exams, Division-approved placement exams, and/or the student. This amount is to be paid in addition to any payment that may have been made in item 1., above.

4. Independent Study - Faculty Members shall be reimbursed $158 per student. This amount is to be paid in addition to any payment that may have been made in item 1., above.

5. Evaluation of Students' Writing Samples - Faculty Members shall be reimbursed $13 per hour as required or authorized by the Vice-President of Academic Affairs or his designee for evaluating students' writing samples for placement in appropriate English course.

Section D. Assignment of Academic Overload

1. The Vice-President of Academic Affairs, or his designee, shall establish and keep current a list of full-time faculty, in order of seniority, along with a list of courses each Faculty Member is qualified to teach. It is the responsibility of the Division to keep the

Vice-President of Academic Affairs informed of the current qualifications of Faculty Members to teach courses. At least one (1) week before the start of each term, the list of sections of academic credit courses not assigned to full-time Faculty Members as part of their regular load shall be sent to each full-time Faculty Member. This list shall include only sections of academic credit courses listed on the printed schedule for that term. Additional sections subsequently added shall also be offered as specified below.

2. Acceptance of term overload, and summer sessions, shall be voluntary by the Faculty Member. These overload courses shall in each term or summer session be offered to Faculty Members qualified to teach the course in the order of their position on the list. Failure to accept an overload offer will drop the Faculty Member to the bottom of the list. No Faculty Member shall be offered a second overload in a term or summer session until all other Faculty Members qualified to teach the course shall have had an opportunity to accept an overload.

3. The above stated system of seniority and rotation of overload shall be continous from term to term and academic year to academic year. Should a Faculty Member select an overload course that must be cancelled, he/she retains his/her position on the seniority list. Such Faculty Member may not then request overloads previously assigned to other Faculty Members.

4. No course may be offered to adjunct faculty or administrators until No. 2., above, has been completed. The teacher of a course cancelled after Nos. 2., and 3., above, have been completed may bump into the overload course of an administrator, but not into the overload course of a Faculty Member or an adjunct faculty member.

5. A Faculty Member may not teach more than sixteen (16) credits in any one term at the College and any other institution; however, a Faculty Member who has achieved a satisfactory evaluation and who has obtained a written agreement from the Division Chairperson and from the Vice-President of Academic Affairs may have one (1) additional overload. (Ref. Article III, Section E.)

Section E. Assignment of Cooperative Education Overloads

1. Co-op assignments shall be made in the same fashion as academic overloads; however, separate books of record shall be kept for each of the two areas.

Section F. Sponsorship of Extra-Curricular Activities

Activities and reimbursement for same will be decided each year by a committee composed of the Dean of Student Services or his designee, a representative of the Student Government and a Bargaining Unit representative.

Section G. Nurse Faculty

1. Full-time Nurse Faculty shall have the same teaching load as other full-time Faculty Members covered by this Agreement.

2. Conversion of contact hours to instructor credit hours shall be as defined by the following ratios:

a. One (1) lecture hour = One (1) instructor hour
b. Two (2) regular laboratory hours = One (1) instructor hour
c. Three (3) clinical laboratory hours = Two (2) instructor hours

3. To equate the contact hours of nursing faculty to the work load of other college faculty, the following ratios are used:

	Ratio	Freshman Actual Contact Time Per Term	Sophomore Actual Contact Time Per Term		
			1st	2nd	3rd
GIT (lecture)	1:1	(10)	(10)	(10)	(0)
Group (lab)	2:1	(40)	(40)	(40)	(0)
Mastery Evaluation (lab)	3:2	(37.5)	(37.5)	(37.5)	(0)
Assignment Selection	2:1	(30)	(30)	(30)	(0)
Clinical Experience	3:2	(60)	(120)	(120)	(240)
Team Meeting-Team Leader	1:1	(20)	(20)	(20)	---
Team Meeting-Team Member	2:1	(10)	(10)	(10)	---
Advisement/Interviews	2:1	(10)	(10)	(10)	---
OB/Psych. Alternate	2:1	(10)	N/A	N/A	N/A
Meetings Other than Division or Team	2:1	(10)	(10)	(10)	(10)
Symposia	2:1	N/A	N/A	N/A	(20)

The number of hours allocated to each activity reflect general experience with the activity, but more often than not are greater or less because of circumstances attendant to the activity. It is agreed that these are the basis on which workload is established and, where applicable, overload paid.

4. Additional hours, in excess of the normal full-time Faculty teaching load, as converted in No. 2., above, shall be reimbursed at the overload rate.

5. Special assignments such as Obstetrical Follow Through and similar assignments shall be converted and reimbursed as specified in Nos. 2. & 3., above.

6. The hourly rate shall be the overload rate of pay for a three (3) credit course divided by thirty-seven and one-half (37½) hours.

7. Anything herein to the contrary notwithstanding, adjuncts hired by the Employer for clinical related activities in the sophomore level of the nursing program equivalent to those performed by a regular full-time Faculty Member teaching the sophomore level of that program including mastery evaluation, assignment selection, clinical experience supervision, team meeting participation and nursing program committee membership shall not be limited in the number of hours of assignment by any of the provisions of this Article XVI.

8. Employment of such adjuncts shall not result in the employment of less full-time nursing Faculty for the sophomore level of the program than were employed during the Fall Term of the 1980-81 Academic Year. Should the number of full-time nursing Faculty for the sophomore level of the nursing program become less than that employed during the Fall Term of the 1980-81 Academic Year, adjuncts specified in this Article XVI, Section F, No. 7., shall no longer be employed.

ARTICLE XVII - TRAVEL REIMBURSEMENT

Section A. Approval - Employees must receive prior approval for traveling on official business in order to receive reimbursement for expenses incurred.

Section B. Personally Owned Vehicle - Employees shall be reimbursed when using personally owned vehicles while traveling on authorized College business and while traveling between campuses of the College. The rate of such mileage payment shall be the highest rate for mileage paid by the College to any other employee group but may not be less than twenty and one half (20½) cents per mile. This is to cover any and all operating costs except parking fees and road, bridge, and ferry tolls which are reimbursed separately. Travel between buildings and campuses will be paid at the specified rate according to the published mileage chart.

Section C. Public and/or Common Carrier - Travel by public and/or common carrier shall be by the least expensive fare available compatible with the duration of the trip.

Section D. Lodging and Board - Employees shall be reimbursed for expenses incurred when authorized College business required overnight room and board. Reimbursement for reasonable expenses shall be limited to the actual allowable expenses incurred. Receipts for all reimbursable expenses except gratuities are required. Reasonable expenses for meals (including taxes and customary gratuities) are reimbursable. The cost of alcoholic beverages will be paid by the Employee.

Section E. Advances - Under normal conditions, Employees traveling on official business shall provide themselves with sufficient funds of their own for all current expenses. When Employees are required to undertake travel which requires expenditures of $50.00 or more, the President shall authorize estimated advance funds. All travelers may request a reasonable travel advance with request being submitted at least ten (10) days prior to departure.

Section F. Hospitality - Hospitality expenditures are reimbursable providing expenses are in the best interest of the College.

Section G. Telephone - While in a travel status, any telephone contact with the College should be made by collect person-to-person call. Other official business calls and reasonable calls to the traveler's home will be reimbursed on the travel expense voucher.

Section H. Taxes - The traveler should be aware of the College exemption from sales and travel taxes and arrange purchases so as to take advantage of it. Information and forms are available from the Business Office.

Section I. Fees - Fees required for attendance at approved conventions, conferences, institutes or seminars are reimbursable. Extra expenses incurred for side trips required as an integral part of the program are reimbursable.

Section J. General

1. Entertainment charges will be at the Employee's expense.

2. When an Employee travels by an indirect route for his personal convenience, the extra expense will be borne by himself and reimbursement for expenses will be based on such charges as were actually incurred, not to exceed what would have been incurred by the most direct, economical and usually traveled route.

ARTICLE XVIII - TERM OF AGREEMENT

This Agreement shall be effective as of July 1, 1985 and shall continue in full force and effect up to and including June 30, 1988, and in the third year reopened for wages and benefits subject to binding arbitration should there be no agreement.

THE FEDERATION OF READING AREA
COMMUNITY COLLEGE, LOCAL 3173,
PENNSYLVANIA FEDERATION OF TEACHERS,
AFT, AFL-CIO

Ronald G. Hertzog
Ronald G. Hertzog, President
Local 3173

Bruce H. Stanley
Bruce H. Stanley, Vice-President
Local 3137

Barbara A. Buckwalter, Negotiator
Local 3137

READING AREA COMMUNITY COLLEGE

By Joseph A. Vaccaro
Joseph A. Vaccaro, Chairperson
Board of Trustees

Attest:

John S. Saylor, Jr., Secretary
Board of Trustees

Gene Wilkins
Gene M. Wilkins, Ed.D.,
Chief Negotiator

Mary Linette
Mary Linette, Negotiator

APPENDIX A
1985-87
FACULTY BARGAINING UNIT

Non-Grant	1985-86	1986-87
Buckwalter, Barbara	$27,634	$28,334
Day, Rose Marie	26,659	27,359
Dimino, Suzanne	20,675	21,375
Flamm, Ann	22,100	22,800
Freed, James	30,456	31,156
Hartline, Mary Lou	19,609	20,782
Hertzog, Ronald	23,804	24,504
Irwin, Paula	20,826	21,526
Jacobson, Karen	22,310	23,010
Kern, Sandra	19,034	19,734
Kovacs, Beverly	24,200	24,900
Lapinski, Andrew	21,979	22,679
Lawler, Joan	29,179	29,879
Lawrence, Linda	27,531	28,231
Liebreich, Joseph	30,199	30,899
MacDonald, Marta	18,704	19,817
Mohl-Jones, Carol	27,889	28,589
Orr, Ida	19,569	21,482
Parks, Patricia	26,080	26,780
Peemoeller, Helen	29,851	30,551
Phipps, Robert	29,851	30,551
Price, Bonnie	30,217	30,917
Richter, Joseph	32,065	32,765
Schum, Judith	22,090	22,790
Stanley, Bruce	29,328	30,028
Torres, Ivan	26,557	27,257
Waterbury, Linda	22,834	23,534
Zarilla, Richard	31,667	32,367
Grant		
Adamczyk, Patricia	21,287	21,987
Hartman, Susan	25,532	26,232
Schaeffer, Deborah	22,223	22,923

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File Copy

Agreement

between

Westmoreland County Community College Professional Association

and

Westmoreland County Community College

September 1, 1982 to August 31, 1985

Westmoreland
County
Community
College

PA. STATE EDUCATION ASSN.
RECEIVED
JUN 27 1984

JC 870519

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This agreement made and entered into this 23rd day of June, 1982 by and between Westmoreland County Community College, Westmoreland County, Pennsylvania, hereinafter referred to as "College," and Westmoreland County Community College Professional Association, an affiliate of PAHE/NEA; PSEA/NEA, hereinafter referred to as "Association."

DEFINITIONS

For the purpose of this agreement, the following definitions shall apply:

A. College - The Westmoreland County Community College, its officers, its administrative staff, and its Board of Trustees.

B. Association - The Westmoreland County Community College Professional Association, an affiliate of PAHE/NEA, PSEA/NEA, the faculty members' organization.

Members of the bargaining unit fall into one of the following categories C-G:

C. Faculty member - An employee whose sole responsibility is instructing students and being involved in appropriate committee assignments. Only faculty members can assign grades.

D. Professional - An employee whose primary responsibility is related to educational services and resources, not of an administrative nature, and is solely responsible for a defined area, program or function. Regular duties of a Professional Employee do not include instruction of students.

E. Para-professional - An employee whose primary responsibility is related to educational services and resources, not of an administrative nature, or under the direction of a full-time faculty member in a defined area, program or function.

F. Counselor - Non-teaching faculty

G. Librarian - An employee with professional training and experience in the area of Library Science, working within the Library and not occupying a supervisory or confidential position as defined in the Act.

H. P.L.R.B. - Pennsylvania Labor Relations Board.

I. Agreement - The collective bargaining agreement negotiated between the College and the Association.

J. Budget submission date for the College - October 15.

K. President - The President of Westmoreland County Community College.

L. Board - The Board of Trustees of Westmoreland County Community College.

M. P.S.E.A. - Pennsylvania State Education Association.

N. "Meet and Discuss" - The use of the term in this agreement shall be defined herein as it is defined and applied in Act 195.

O. Part-time Employee - Those employed who are eligible to instruct a maximum of eight (8) credit hours or non-teaching employees working less than 18 hours per week.

P. Temporary Employees - Temporary employees are those employees hired to fill unit vacancies and who shall be defined in accordance with the following:

(1) Teaching Faculty - Those employed not greater than two (2) semesters.

(2) Non-teaching - Those employed for a period not in excess of twelve (12) months.

(3) Grant or Funded Employees are temporary employees.

All temporary employees as defined in P (1) (2) (3) shall be entitled to all benefits as stated in this agreement. All of the above employees shall be employed with no expectations of reappointment after the specified time limits. If the position continues to be filed beyond the time specified, the position shall become a permanent unit position and shall be filled by a regular full-time employee.

Q. Association Member - Those persons covered under this agreement who are members of WCCCPA.

R. Area - A major administrative unit of the College which is supervised by a Dean.

S. Division - An administrative subunit of an AREA which contains a group of PROGRAMS and classes or an administrative subunit of an AREA which contains a group of support FUNCTIONS.

T. Program - A structured sequence of courses leading to a certificate, diploma, or associate degree.

U. Discipline - A group of courses organized within a branch of knowledge.

V. Function - A specific activity or service unit.

W. "day" is herein defined as a working day.

WITNESSETH

Whereas the "College" and the "Association" recognize that providing quality education and maintaining a high standard of academic excellence for the students in all facets of the College program are mutual goals.

It is the intent and purpose of the parties hereto to promote harmonious and cooperative relationships subject however to the paramount right of the public to keep inviolate the guarantees for their health, safety and welfare. Unresolved disputes between the College and Association are injurious to the public and both parties are therefore aware that adequate means must be established for minimizing them and providing for their resolution. The College and Association agree that this overall policy may be best accomplished by negotiating in good faith and entering into written agreements evidencing the result of such negotiations; and establishing procedures to provide for the protection of the rights of the College and its employees and to insure to the public orderly and uninterrupted services.

Now therefore, the parties hereto intending to be legally bound, hereby agree as follows:

Article I. Recognition

A. The College, in accordance with certification by the Pennsylvania Labor Relations Board Case Number PERA-R-2112-W, hereby recognizes the "Association" as the exclusive representative for purposes of collective bargaining with respect to wages, hours, and other terms and conditions of employment.

B. The unit deemed appropriate in the aforementioned certification is a subdivision of the employer unit comprised of all full-time employees whose primary responsibility is instruction or resources not of an administrative nature including: para-professionals, professionals, counselors, librarians, and faculty members and excluding the President, Assistant to the President, Academic Dean, Dean of Continuing Education and Community Services, Assistant Academic Dean of Arts and Sciences, Assistant Academic Dean of Business, Assistant Academic Dean of Technologies, Assistant Academic Dean of Learning Resources Center, Assistant Academic Dean of Nursing and Health-Related Programs, Director of Admissions, Director of Personnel/Purchasing, Dean of Students, Director of Physical Plant, Controller, Director of Institutional Advancement, Director/Data Center, and excluding all first-level supervisors, management-level and confidential employees as defined by the Act.

Article II. Rights of the College

A. The College, at its discretion, possesses the right to manage all operations including the direction of employees covered herein and the right to plan, direct and control the operations of all facilities and property except as expressly modified by this agreement.

B. As provided by Pennsylvania's Public Employee Relations Act No. 195, Section 702, matters of inherent managerial policy are reserved exclusively to the College, except as expressly modified by this agreement.

C. Nothing herein shall be construed as a delegation or waiver of any obligations of the College or any administrator by virtue of any provision of applicable laws of the Commonwealth of Pennsylvania.

Article III. Rights of the Association

A. Duly authorized representatives of the Association shall be permitted to transact official Association business on College property provided that at no such time shall business interfere with the normal operations of the College or responsibilities of the Association member. Upon 24-hour notice, requests for use of rooms shall be made with the President or his designee and will be made available to the Association within the limitations of normal College operations. At least one and three-quarters (1-3/4) consecutive hours per month between 8:00 am - 5:00 pm shall be reserved for authorized Association meetings. No Association member shall be given an assignment or asked to volunteer for an assignment by the College during these hours.

B. The Association may post notices, pamphlets, and memoranda concerning Association business on bulletin boards in areas so designated by the College provided that such material is signed by the Association president or his designee, dated and clearly identified as to source. No such material shall be posted which is profane, obscene, or defamatory of the College or its representatives or to any individual nor constitute election campaign material. The Association shall also have the right to use the College's official interoffice mail service for distribution of its official communiques.

C. The Association shall have access to College equipment (i.e., typewriters, duplicating or printing equipment, calculators, and audio visual equipment) provided such equipment, is not otherwise in use and provided further that such use is restricted solely to the College campus. The Association agrees to fully reimburse the College for the cost of expendable materials used. The Association shall inform the Director of Personnel of the use of any expendable supplies and reimburse for the cost of these supplies.

D. The President of the College or his designated representative shall be available to meet with designated representatives of the Association at mutually convenient times upon reasonable notice.

E. When ever any representative of the Association is mutually scheduled by the Association and the College to participate in any meeting during working hours, he shall suffer no loss of pay nor be expected to compensate, in any way, for the time spent in such activities.

F. A duly authorized representative of the Association shall be given a place on the agenda at formal College-wide orientations for employees.

G. If the College gets additional office space, the College will provide an office for the Association President which shall be private and include an "inside" telephone extension. The Association may have its own "outside" telephone line which shall be installed, maintained, and used at the expense of the Association.

H. Upon written request, the Association President or his designee will be afforded the opportunity to have a place on the agenda of any public Board meetings. The request shall be submitted to the office of the President at least ten (10) days before the meeting of the Board, and shall indicate the subject(s) to be presented.

I. The Association President or theofficially designated Association delegate shall upon two (2) days advanced written notice (except in case of emergency) be granted up to six (6) days per calendar year to attend special meetings and/or conventions of the state and national affiliates of the local Association, or to complete Association business. Requests for such leave must be submitted to the office of the College President who shall authorize same. If shall be the responsibility of the indivisual granted such leave to arrange with the respective Dean for coverage of necessary work during his/her absence. The Association member covering such work shall be compensated by the College according to the overload rate as defined in Article XI, Subsection C. If no person(s) can be found to cover the necessary work, the individual shall still be granted such leave.

J. Any person in a unit position who is scheduled to meet with the College on a matter which, in his opinion, could adversely affect his employment, said employee may, at his discretion, have an Association representative present at such meeting.

The scheduling of such meeting shall be at a mutually agreeable time and shall not interfere with the normal teaching and/or other responsibilities of the said person or the Association representative.

K. The College shall grant the Association President a three (3) credit overload per semester to handle necessary Association business. Also, the College shall not assign advisees to the President of the Association and shall relieve him/her from committee and registration assignments.

L. Search Committee - Whenever an administrative vacancy or new administrative position occurs within the instructional area which has supervisory and/or evaluative responsibilities, the College shall establish a search committee to search and screen qualified applicants for said position. This search committee shall consist of two (2) Association members, appointed by the Association President, two (2) Trustees, two (2) administrators, and one (1) student, appointed by the Administration. The President in consultation with the Association president shall select a chairperson. After considering all applicants, the committee shall recommend to the President those applicants most qualified. The Board reserves the exclusive right to determine who shall be appointed to any such positions.

M. The College shall supply the Association with a list of all part-time instructors and what they teach by the third week of each semester.

N. The College shall share with the Association any public information on professional staffing and financial reports.

O. Ratification of collective bargaining agreements shall be between the Board of Trustees and Association members only.

Article IV. Academic Freedom

A. An Association member is entitled to full freedom in research and in publication of the results, subject to the adequate performance of his other academic duties; but research or employment for pecuniary return, which ostensibly interferes with the satisfactory performance of his duties to the College, shall be based upon a written understanding with the President of the College.

B. An Association member is entitled to freedom in discussing his subject, presenting his subject, and evaluating his students.

C. An Association member is a citizen, a member of a learned profession, and a representative of an educational institution. When he speaks or writes as a citizen, he shall be free from College censorship or discipline, but his special position in the community imposes special obligations. As a man of learning and an educational representative, he should remember that the public may judge his profession and his College by his utterances. Hence he should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that he is not a spokesman of the College.

D. 1. Individual faculty members shall have the freedom to select textbooks and other teaching materials for his/her classes. In multiple section courses, all full-time faculty members who normally teach such courses shall agree to the textbook(s) to be used by part-time instructors.

2. There shall be no censorship of Learning Resource materials.

3. With respect to the above, budgetary limitations may restrict the quantity of items to be purchased.

E. Since certain aspects of the information obtained by an Association member in the course of his work can be considered privileged, no employee shall be required to disclose such information unless he deems it to be in the best interest of his student or his profession. The College will immediately advise the employee of any effort, by action of law or otherwise, to secure records or other information obtained by the Association member. In no event shall the College exercise any disciplinary action against an employee because of his assertion of privilege with regard to information under his control.

Article V. Association Security-Dues Check-Off

A. Each employee who, on the effective date of this agreement, is a member of the Association, and each employee who becomes a member after that date shall, as a condition of continued employment, maintain his membership in the Association, provided that such employee may resign from the Association during a period of fifteen (15) days prior to the expiration of this agreement or any renewal or extension thereof, by notifying both the College and the Association by certified mail of his desire to terminate his membership. The payment of dues while a member shall be a requisite employment condition under this article.

B. The College shall deduct Association dues and PACE contributions from the pay of Association members covered by this contract upon receipt from the Association of individual written authorization cards executed by an employee for that purpose and bearing his signature, provided that...

1. An Association Member shall have the right to revoke such authorization by giving written notice to the College fifteen (15) days prior to the expiration date of this contract and the authorization card shall state clearly on its fact the right of the employee to revoke during this period.

2. The College's obligation to make deductions shall terminate automatically upon timely receipt of revocation by the Association member of authorization or upon termination of employment or promotion or transfer to a position outside the bargaining unit.

C. Deductions shall be made during the appropriate pay periods of each month. However, Association members may pay all membership dues of the Association and of PACE in two (2) equal payments on October 15 and January 15 of each year that the Agreement is in effect. If this method of payment is elected, the College shall be advised by September 15 of each academic year and the records shall so indicate the method elected. The written authorization form to be used by the Association Member is attached as Exhibit "E".

D. All deductions shall be transmitted to the Association no later than the fifteenth (15) day following the end of the pay period in which the deduction is made, and, upon receipt, the Association shall assume full responsibility for the disposition of all funds deducted.

E. The Association shall indemnify and hold the College harmless against any and all claims, suits, orders, or judgments which may arise out of the implementation of the dues deduction obligation under this article.

Article VI. Employment Contract

A. Upon appointment every full-time faculty member and counselor shall receive an employment contract setting forth his academic rank, salary, term of employment, discipline and employment status.

B. Before an appointment by the College becomes effective, an Association member's contract must be signed by the appointee and the President or Personnel Director. The terms and conditions of every full-time appointment will be consistent with this agreement.

C. Except for the initial contract, all subsequent notices of renewal shall be issued to the Association member no later than March 15 to be returned to the office of the President or Personnel Director no later than April 15, signed by the President or Personnel Director, and returned to the employee no later than May 1.

D. All non-teaching Association members shall receive upon appointment an employment contract setting forth salary, term of employment, job description, and job title.

Article VII. Appointments and Renewals

A. In the event the President approves the filling of an opening that is declared a unit position, a candidate shall be subject first to the consideration of a Division Committee which shall be elected by the division members and shall be comprised solely of Association members and the appropriate Assistant Academic Dean or Dean. The Committee shall elect a chairperson and shall recommend to the President three (3) candidates who, in their opinion are qualified. Final decisions with respect to the appointment of any new employees shall be made by the Board. Initial appointments shall be for a term of one (1) year.

B. There shall be a probationary period of three (3) full academic years at the College for each Association member hired. Contract renewals for the following academic year will be offered no later than March 15. All contract offers must be accepted or refused no later than April 15. If the Board does not intend to reappoint a probationary employee, it shall so adivse him as early as possible, but in no event later than March 15 for those in their initial academic year; December 15 for those in their second academic year, and September 15 of the academic year prior to the termination of their service for the third year. If the notice of nonreappointment in the third year of probation is made after September 15, but prior to March 15, the academic year immediately following shall be the employee's terminal academic year.

C. 1. If during the first year of service at the College a probationary Association member is denied renewal, the reasons for such denial shall be stated in writing.

2. In the second and third years of service, a probationary Association member shall not be denied renewal without just cause which shall be stated in writing. If the just cause is questioned, the matter shall be processed through the Grievance Procedure, Article XXIX, provided however, that the final step of this type of grievance shall be the last step of the Grievance Procedure before Arbitration.

3. A non-probationary Association member shall not be denied renewal, shall not be discharged, dismissed, disciplined, suspended, reduced in rank or compensation, transferred, reassigned, or deprived of any provision of this contract without just cause which shall be stated in writing. If the just cause is questioned by the Association member, the matter will be processed through the Grievance Procedure, Article XXIX, up to and including Binding Arbitration. All information forming the basis for any of the actions listed above shall be made available to the member and the Association.

Article VIII. Evaluation Procedure

Within 60 days of the ratification of this agreement, the College and the Association shall meet to mutually agree upon an evaluation procedure. Until this procedure is agreed upon, the present evaluation procedure shall be in effect. (See Exhibit "D")

Article IX. Work Load

A. A faculty member's teaching load shall be determined by the President or his designee. Fourteen (14), fifteen (15), or sixteen (16) credit hours in any semester or twenty-two (22) contact hours in any week shall constitute a full academic semester teaching load with a maximum of thirty (30) credit hours or 44 contact hours constituting a full academic year's teaching load. A credit hour shall be defined herein as:

1 lecture hour per week = 1 credit hour
2 recitation - lab hours = 1 credit hour
2.5 skill - lab hours = 1 credit hour Academic Year 82-83
2.25 skill - lab hours = 1 credit hour Academic Year 83-84
2 skill - lab hours = 1 credit hour Academic Year 84-85
3 science and related labs = 2 credit hours

For the Fall 1982 and Spring 1983 semesters only the faculty load shall be determined based upon the Spring 1982 semester faculty load practices unless otherwise modified by this agreement.

New courses shall be covered by this agreement, not past loadinn practices,and after consultation with the faculty member who is scheduled to teach anv of the above labs, a determination by the College will be made as to what labs are recitation, skill, and science and related labs.

The College shall have the right to assign additional academic duties to those faculty members who have been assigned thirteen (13) or less credit hours by the President or his designee. A full-time teaching load shall include no more than three (3) course preparation per academic term.

Prior to September 1, 1982, the College and the Association shall mutually agree upon the definition of recitation lab, skill lab, and science and related labs.

B. 1. Counselors and librarians shall have full faculty status with all the rights, privileges, and responsibilities pertaining thereto. Counselors and librarians shall be expected, as are faculty members, to voluntarily assume committee assignments and other campus responsibilities.

2. Counselors, librarians and professionals who accept a twelve-month contract shall be credited with twenty (20) days of vacation with pay which shall be taken at any time during the year. The time of said vacation must be mutually agreed upon by the College and said employee. Para-professionals shall work twelve months and be credited with eleven (11) days of vacation with pay up to five (5) years of service and sixteen (16) days thereafter, one (1) day each year thereafter, up to and including 20 days each year, which shall be taken at any time during the year. The time of said vacation must be mutually agreed upon by the College and said para-professional.

C. The College reserves the exclusive right to determine maximum class size for each credit course offered by the College. Prior to finalizing maximum class size in any academic year, the College shall "meet and discuss" with the affected faculty members first, and then with the Association upon request. Faculty members may accept or reject, at their discretion, any number of students assigned in excess of the maximum class size as determined by the College. The term "meet and discuss" as used in this sub-section shall be deemed to have the same meaning and effect as it is defined and applied under Act 195. If a new course is instituted by the College, the College shall "meet and discuss" class size with the Association prior to determining the maximum class size for such course(s).

Article X. Scheduling

A. Hours of Work, Teaching Assignments

1. The academic work week shall consist of no more than five (5) days in a pre-established teaching and committee/meeting schedule to complete teaching loads

requirements set forth under Article IX. The individual daily credit and contact hours schedules shall be comprised of no more than ten (10) consecutive hours, exclusive of overload. All meeting responsibilities over and above this ten-hour limit shall be on a voluntary basis. The academic work day is defined herein as from 8:00 am to 10:15 pm, inclusive. The academic work week shall be defined herein as Monday through Saturday, inclusive.

2. Counselors and librarians shall be scheduled at their work stations for no more than thirty-five (35) hours per week (excluding lunch) within a five (5) day period. It is recognized that said employees may be averaging two and one-half (2 1/2) hours per week on committee assignments and other campus responsibilities in addition to the aforesaid thirty-five (35) hours per week. Para-professionals and professional shall be required to work thirty-seven and one-half (37 1/2) hours per week excluding lunch at their respective work stations. Work schedules will be subject to the needs of the College and work assignments shall be determined by the respective supervisor in consultation with said professionals and para-professionals. Counselors and librarians, or para-professionals and professionals who are authorized to work in excess of 7 1/2 hours in any one (1) day, or thirty-five (35) or thirty-seven and one-half (37 1/2) hours in any one week shall be compensated at the rate of time and one-half (1 1/2) his/her regular hourly rate for all such hours worked. Overtime hours shall not be pyramided. Counselors will not be required to impose disciplinary action on any student. Counselors and librarians or para-professionals and professionals may be offered overload teaching assignments by divisions or areas in discipline for which they are qualified after all full-time instructional faculty have completed their full-time, overload and summer schedules. Notwithstanding the fact that para-professionals and professionals do not have faculty status, they shall enjoy all other applicable benefits and entitlements under this agreement.

3. During the regular academic terms, unless faculty members are scheduled for classes, office hours, workshops or meetings as specified in Article X.9 of this

agreement, they shall not be required to be present on the campus or work station. Should necessary College meetings or other responsibilities, as specified in this agreement, require a faculty member's presence on campus, two (2) College days advance notice of such required presence must be given.

4. Exclusive of overload, there shall be at least twelve (12) hours between the end of the last class or lab and/or scheduled meeting of the day and the beginning of the first class or lab and/or scheduled meeting of the next day.

5. The schedule of course offerings shall be prepared prior to the last two (2) months of the fall semester for the following academic year subject to the needs at time of registration.

6. Scheduling of courses and hours shall be prepared by the Assistant Academic Dean of the appropriate instructional division ir consultation with his faculty and forwarded to the Academic Dean or his designee for final approval.

7. Teaching faculty shall know their tentative schedules four (4) weeks prior to the opening of any semester or session, subject to possible modification during registration and except for possible overloads. Non-teaching Association members shall receive two (2) weeks advanced notice of any schedule change prior to its implementation.

8. Any teaching schedule which violates the limits of three preparations, the ten (10) hour day or the twelve (12) hours between days shall be reimbrused at one overload credit for each violation extended beyond 15 minutes.

9. The work schedule of each full-time faculty member will have provided therein a maximum of one and three-fourth (1 3/4) consecutive hours, one (1) day per week for purposes of attending division meetings and convocations as called by the President. No such meetings shall conflict with the teaching schedules of those faculty members required to attend said meetings. Such meetings shall adjourn by 5:00 pm on any given day. This stipulation does not apply to emergency meetings called by the President.

10. All full-time teaching faculty shall be assigned to one (1) instructional division for administrative purposes. Said faculty, however, may teach in any academic area of the College with the express approval of the College and the individual faculty member.

11. If a faculty member is unable to meet with his regularly scheduled class, the office of the appropriate instructional division shall be notified at the earliest possible time.

12. A full-time faculty member has the right to refuse a substitute teaching assignment unless he is not carrying a full load or its equivalent, or is not qualified for said teaching assignment.

13. Whenever a course is cancelled, full-time faculty shall have first preference of filling their schedule before non-faculty or any part-time faculty are scheduled.

14. Any Association member who conducts an authorized course shall receive total pay or credit in accordance with the full or overload provisions hereof.

B. Campus Assignments

1. No faculty member shall be assigned to more than three (3) locations in any one (1) semester. However, in any one (1) day, faculty members shall not be assigned to more than two (2) locations, one of which shall include the Youngwood location. Two (2) hours of travel time between such locations within the work day as defined in sub-section A hereof shall be allowed for any such assignments, except for nursing personnel traveling to and from hospital to main campus; they shall receive one (1) hour travel time.

2. Any travel authorization between locations on the same day shall be reimbursed in accordance with Article XIII hereof.

3. Assignments to any location shall be governed by seniority of Association members within the discipline required at any such location.

C. Supervised Study

The College may authorize any supervised study, including but not limited to modularized courses, team teaching, cooperative education, independent study and experiential learning, in excess of a faculty member's regularly scheduled teaching assignments. Remuneration for such service shall be agreed upon between the faculty member and the College with the written approval of the Association. Portfolio evaluation for experiential learning, cooperative education and/or independent study shall be conducted only by full-time faculty members if such faculty members are available.

D. Program or Course Development

The assignment of a full-time faculty member to develop or revise a program which involves a totally new course or a series of courses; or an assignment to develop a new course to expand a present curriculum, shall receive a reduced load or additional remuneration. The course load reduction or remuneration for such services shall be mutually agreed upon among the faculty member, the College, and the Association. When a program evaluation occurs, a full-time faculty member(s) shall receive a three (3) credit reduced load.

E. Attendance at College Functions

1. Association members' attendance at all official College functions except graduation and orientation shall be voluntary.

2. An Association member attending authorized functions for which academic attire is required shall have said attire furnished and paid for by the College.

3. Travel allowances for authorized off-campus functions shall be reimbursed in accordance with Article XIII thereof, Travel Allowances.

F. Student Advising

1. Student advising shall be a part of the normal work load of the faculty. Faculty members shall be available to advise students during their posted office hours. Advisees shall be assigned by the Assistant Academic Dean of the appropriate instructional division.

2. Faculty members shall maintain a minimum of five (5) hours per week on no fewer than two (2) different days and will attempt to schedule office hours at such time as will accommodate the needs of their students. The schedule of office hours for each faculty member shall be posted in such manner so as to be easily observed by the students. Any faculty member who is required to attend a scheduled College meeting or attend to Association business during his scheduled posted office hours shall not receive a negative evaluation, a loss in pay, an unfavorable personnel action, or any disciplinary action as a result of said attendance.

Article XI. Salaries - Overload

A. Salaries for Association Members

The salaries payable to Association members during the term of this agreement are fully set forth in Exhibit "A" attached hereto and made a part hereof.

B. Pay Periods

Association members shall be paid bi-weekly. The annual salary shall be paid over either a nine (9) month period with eighteen (18) checks or a twelve (12) month period with twenty-six (26) checks. At the end of the academic year, a faculty member may request in writing a lump sum payment of the balance of the contractual salary due. All payroll deductions shall be distributed equally over all pay periods.

C. Overload - Summer Assignments

1. All overload and summer teaching shall be paid at the rate of $335.00 per credit hour for the 1982-83 academic year and $350.00 per credit hour for the 1983-84 academic year. Subject to negotiation for 1984-85 academic year.

2. Authorized work other than a teaching assignment as defined in this agreement shall be compensated at the rate of $10.00/hour.

3. Overload teaching assignments will be made on the basis of the following criteria:

a. The faculty member's academic qualifications to teach the specific course.

b. Of those qualified above, according to:

(1) Seniority (length of teaching service at Westmoreland County Community College);

(2) Availability;

(3) Individual preference.

c. Of those qualified in (a) above, a rotation system will be established according to the criteria in (b) above, whereby no faculty member will receive a second overload assignment until all qualified members have been contacted. In addition, no faculty member shall be given an overload assignment until all qualified full-time faculty members have a full-time teaching load.

4. All authorized courses or work required by the College must first be offered to qualified full-time teaching faculty to instruct such courses or perform such work as overload up to a maximum of two (2) complete courses or eight (8) credit hours per semester or the monetary equivalent of same. Further, the College shall not assign any overload to a faculty member who accepts a non-instructional work assignment in any semester except by mutual consent between the College and the Association. This stipulation does not apply to a faculty member whose work load is less than 15 credits.

D. Summer Employment

Summer term teaching assignments shall be made on a rotation basis among the qualified full-time faculty at the divisional, discipline, or program level.

1. The criteria for determining individual summer term assignments will be the same as those referred to in Subsection C. 3 above.

2. Summer term teaching assignments shall not exceed twelve (12) credit hours per session, or eight (8) credits for Association members who have a twelve (12) month contract. Summer term shall encompass the months May through August.

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E. Counselors/Librarians/Professionals

Counselors, Librarians and Professionals shall be offered any available non-teaching summer term assignments on a rotation basis if not on a twelve (12) month contract. Remuneration for said assignments shall be on their daily rate. Summer term assignments shall be in recognized time blocks and must be agreeable to the College and the employee.

Article XII. Fringe Benefits

A. During the life of this agreement, the College will continue to pay any and all insurance premiums currently being paid by the College on the effective date of this contract. (See Exhibit "F")

B. In addition, effective for the academic year 1982-83, the College shall adopt for all Association Members and their eligible dependents covered under this agreement a prescription drug benefit. The College shall pay the monthly premium for this coverage.

C. In addition, effective for the academic year 1983-84, the College shall adopt for all Association Members and their eligible dependents covered under this agreement a vision plan. The College shall pay the monthly premium for this coverage.

D. 1984-85 academic year is subject to renegotiation.

E. The College shall reimburse the nursing faculty members up to 1/2 of the premium cost not to exceed a maximum of $22.00/year for the professional liability insurance. The faculty member shall submit appropriate receipts to the Controller's office for the reimbursement to be paid.

F. The Board reserves the exclusive right to determine what carrier shall be contracted for the above mentioned coverages.

Article XIII. Travel Allowances - Field Trips and Conferences

A. Association members who use their personal vehicle for authorized College business shall be granted a mileage allowance in accordance with the IRS maximum.

If this be discontinued by the IRS, the parties shall renegotiate another standard.

B. In the event the President or his designee authorizes an off-campus meeting between the hours of 11:00 am and 2:00 pm or between 4:00 pm and 7:00 pm, an Association member shall be reimbursed for meals. Meals require a receipt or other accounting.

C. In the event authorized College business necessitates overnight travel, Association members shall be reimbursed for necessary travel, lodging, meals and other approved expenses upon submission of receipts.

D. Any requests for travel, and expenses incurred in such travel, shall be as follows:

1. The Association member shall file a pre-approval request with the appropriate dean, director or other agent of the College.

2. The request submitted shall be acted upon within five (5) days after submission, either accepting or rejecting said request.

3. The Association member then may submit the approved request to the Accounting Office for pre-payment. Pre-payment shall be 75% of the total requested, and shall be given no later than three (3) days prior to departure.

4. Final payment, if necessary, shall be made upon submission of receipts. This payment shall be made within five (5) days after submission of receipts or the next pay, whichever occurs first.

E. The College shall reimburse faculty members for all expenses incurred on any authorized field trip or relocation of clasess. Said expenses will be reimbursed in accordance with this Article.

F. Within sixty (60) days of the Agreement, the College and Association shall form a committee to formulate a Conference-Professional Travel Policy.

Article XIV. Retirement

A. The College shall continue to pay the retirement contribution and provide the employee with the retirement options contained in State Law.

B. The College shall provide an additional one-half (1/2) of one percent (1%) to the College's contribution for all wages earned over $10,000.00 to the TIAA-CREF Retirement to become effective January 1983.

C. An employee who reaches age 70 shall be subject to be retired at the discretion of the Board of Trustees and will be notified by March 15 of the current academic year for any succeeding academic year.

Article XV. Leaves of Absence

A. Childbirth Leave

1. A pregnant Association member shall be granted childbirth leave.

2. A pregnant Association member shall submit written notification to the President or his designee of the anticipated duration of the childbirth leave, at least two (2) weeks in advance, if possible, of the commencement of the leave period. Such leave shall be granted for a period of time not to exceed twelve (12) months.

3. A pregnant Association member shall not be required to leave prior to the childbirth unless she can no longer satisfactorily perform the duties of her position.

4. While a pregnant Association member is on childbirth leave, the duties of her position shall be performed either by the remaining Association members whose remuneration will be pro-rated on the current overload rate and the position kept vacant, or by a temporary employee.

5. Every Association member shall have the right to return to the same position she held before going on childbirth leave or to an equivalent position for which she is qualified.

6. An Association member shall be entitled to use accrued sick leave for the period she is unable to work, for medical reasons as certified by a physician. All other periods of leave related to childbirth leave shall be leave without pay. Unused sick leave shall be carried over until her return.

7. An Association member shall be granted a child-rearing leave up to twelve (12) months without pay or benefit upon written request. The President may extend this leave at his discretion.

8. Upon return from childbirth leave, an Association member shall retain all seniority and pension rights that had accrued up to the time of her leave, but these rights shall not accrue during the period of the leave.

B. Personal Leave

Each Association member shall be entitled to two (2) personal days per academic year for personal reasons, which may accumulate up to a maximum of four (4) days. Requests for such leave must be submitted twenty-four (24) hours in advance, except in the case of an emergency. Such leave may be taken one (1) day at a time if desired. Unused personal leave days remaining in excess of the maximum of four (4) at the end of any academic year shall be added to the employee's unused accumulated sick leave total in the immediately following academic year.

C. Sick Leave

1. Association members covered herein shall be credited with twenty (20) days of sick leave each year. Unused sick leave shall accumulate without a maximum number being imposed.

2. Charges against sick leave credits shall be made only when absence for illness occurs on a scheduled academic work day. Sick leave credits shall not accrue during periods of leave without pay.

3. Proof of illness in the form of a medical certificate may be required if an Association member is absent from assignments or duties for three (3) or more consecutive days.

4. Charges against sick leave will not be made for work-related disabilities.

5. Accumulated sick leave credits may be used by faculty members who are employed during the summer session.

6. Overload shall be included in the calculation of sick leave and/or personal leave.

7. The College shall notify the employee of sick leave accumulation once each year in July.

D. Work-Related Disability

An Association member who sustains a work-related injury, as a result of which he is disabled, shall receive a disability payment which shall be the difference between the monies to which he may be entitled under Workmen's Compensation, Social Security, or other applicable disability benefits and his full salary, for a period of one (1) year or for the duration of his disability, whichever period is the shorter; unrelated payments to the Association member in the calculation are excluded herefrom. This payment shall be made only for periods during which the Association member would have been paid under his normal contract. Sick leave may be taken at the expiration of one (1) year to the extent of the Association member's accumulation if the disability continues. Sick leave, however, shall not accrue during the period of the disability payment. No credit for continuous service or for sabbatical leaves shall be given for any academic term during which absences due to the disability constitute more than fifty percent (50%) thereof.

E. Sabbatical Leave

1. An Association member with rank who has completed five (5) years of continuous service shall be eligible to a leave of absence with pay and benefits. One (1) sabbatical leave of absence shall be allowed for each additional five (5) years of completed continuous service.

2. Applications for such sabbatical leave are to be made in writing by October 1 of the preceding academic year. The applications shall be submitted to a committee of the bargaining unit, who shall recommend to the President those eligible for sabbatical leave. The College shall post the names of those granted the sabbaticals by December 1.

[redacted]

3. A sabbatical leave may be taken for any or all of the following reasons:

- a. Advanced Study;
- b. Educational Travel;
- c. Research and/or Publication
- d. Restoration of Health; or
- e. Retraining (See Exhibit "G")

4. An affirmation in good faith of an intention to return to the College for at least one (1) year following such leave shall be included with the application for the leave; and before any leave is granted under this Section, the Association Member shall agree in writing that, in the event he fails to return to service at the expiration of such leave and to serve the College for a one (1) year period, he shall refund all salary paid him during such sabbatical leave, unless the Association Member is unable to return to employment at the College because of a physical or mental disability Any such physical or mental disability shall require a written verification to the College by the Association member's personal physican. In addition, the College will also designate a physician to ascertain if said Association member's physical or mental disability is, in fact, preventing his return to employment. Upon expiration of a sabbatical, by consent of the Board, the requirement that the Association member on leave of absence shall return to the service of the College may be waived.

5. During such leave, the Association member with rank will receive his full salary if the leave is for one (1) semester, or one-half (1/2) of his academic year salary if the leave is for two (2) semesters. For non-teaching Association members, if a sabbatical is granted for six (6) months, they shall receive full salary; if granted for twelve (12) months, 1/2 salary shall apply. The College shall grant at least two (2) of the faculty sabbatical leaves in any academic year.

6. Upon return from sabbatical leave, the Association member with rank shall be placed in his prior position with all accrued benefits and increments to which he would have been entitled had he been in the regular service of the College, and these rights shall accrue during the period of the leave.

F. Professional Leave

Association members shall, subject to the approval of the President or his designee, be granted professional leave with pay to attend professional conferences, participate in training courses and sessions that are related to their work and engage in other similar job-related activities. If said leave is denied, the reasons for said denial shall be set forth in writing to the affected employee within twenty (20) days of its submission.

G. Miscellaneous Leave Without Pay

Association members may be granted leave without pay or benefit at the sole discretion of the Board for any reason and period of time that may be authorized by the Board. The Board shall act on requests for leave within twenty (20) days of its submission and if denied shall state the reasons in writing. During said unpaid leave, the Association member at his sole expense, may maintain his applicable fringe benefits at the group rate.

H. Bereavement Leave

1. When an Association member is absent from duty because of death of spouse or child, there shall be no deduction in salary or benefits for any absence not in excess of five (5) days. There will be no deduction in salary in excess of four (4) days in the case of death in the immediate family. Members of same household and/or claimed as dependents for IRS purposes shall be defined as: parent, parent-in-law, brother, sister, or near relative.

2. An Association member shall be granted up to two (2) days bereavement leave for the death of a near relative. A near relative shall be defined as: grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, uncle or aunt. One (1) day shall be granted for the death of a niece or nephew.

3. The College may grant an extension of said bereavement leave.

I. Jury Duty

Association members called for jury duty will be paid the difference between their daily rate and monies received by the courts, except mileage reimbursement paid by the courts. Evidence in the form of a written notification shall be presented to the appropriate supervisor as far in advance as practical. The Association member is expected to report for regular College duties when his attendance at court is not required. The Association member has the option, based on the calculation, to sign over his check from the courts to the College.

J. Military Leave

1. Whenever an Association member enlists or is drafted at any time into active military service of the United States of America (which includes alternate service approved by the Selective Service Commission), he shall be granted a military leave without pay, in accordance with law. An Association Member on such authorized military leave will be required, within ninety (90) days of his discharge to notify the College of his availability for employment. The member shall have the right to return to the same position he held before going on military leave or to an equivalent position for which he is qualified with such benefits as required by law, provided said position or its equivalent has not been retrenched. In this case, the member shall be entitled to the rights listed in Article XVIII and Exhibit G. During the period of such military leave, the member shall receive no credit for tenure and/or sabbatical leave, unless required by law.

2. Association members who are members of reserve components of the Armed Forces are entitled to a leave with pay on all working days not exceeding fifteen (15) days in any calendar year during which they are engaged in field training authorized by the Federal Forces.

3. Association members who are members of the Pennsylvania National Guard are entitled to leaves with pay on all days during which they shall, as members of the National Guard, be engaged in active service of the commonwealth or in authorized field training consistent with the military Code of 1949.

Article XVI. Personnel Files

A. The College shall maintain one (1) official personnel file in the office of the Personnel Director for each Association member. There shall also be a separate pre-employment file which shall be confidential and shall only contain letters of reference, recommendations, or any materials secured in the hiring process. After employment, no personnel action shall be invoked on the basis of said pre-employment information. The Association member shall have no right of access to the official confidential pre-employment information.

B. Individual personnel files shall be confidential. However, an Association member shall have the right to make such additions or responses to the material contained in his official personnel file as he shall deem necessary, but he shall have no right to remove material from the file. It is further understood that only the President and Director of Personnel shall have access to this file.

C. An Association member shall have access to his official personnel file during regular working hours provided there shall be no interference with the normal routine of the office. Under no circumstances shall the official personnel file be removed from the Personnel Office.

D. The Association shall have access to the official personnel file of an Association member at reasonable times during regular office hours, after having given the Personnel Director reasonable notice and provided he/she first shall have obtained the express written approval of that Association member.

E. If the official personnel file or any of its contents is duly subpoenaed in accordance with law, the Association member shall be notified at the earliest possible time.

F. Upon written request to the President, an Association member furnished with a copy of any and all material at no cost to the Association or Association member except pre-employment information, included within his personnel file.

G. College personnel shall not remove from the Personnel Office contents thereof or any copies therein without the express written approval of the Association member.

Article XVII. Nondiscrimination

A. Both the College and the Association agree not to discriminate against any

Association member on the basis of race, creed, religion, color, national origin, domicile, political affiliation, marital status, age, sex, handicapped, or the proper exercise by an Association Member of his rights guaranteed by the Pennsylvania Public Employee Relations Act Number 195.

B. There shall be no discrimination by either of the parties hereto or any Association member against members of the same family regarding concurrent employment in the College.

C. Unless otherwise provided herein, the masculine pronoun shall import the feminine; the signular number shall import the plural and vice versa, as applicable.

Article XVIII. Retrenchment

A. Retrenchment because of financial considerations, program curtailment, elimination of courses, shall be applied as hereinafter set forth.

B. When, in the opinion of the College, retrenchment appears necessary, the College agrees to "meet and discuss" same with the Association, prior to sending out any retrenchment notices, on or before January 1.

C. If retrenchment becomes necessary, the affected faculty members and the Association shall be notified and retrenchment shall be made as circumstances required provided the following order shall be utilized:

1. Part-time employees
2. Temporary employees (employed for a fixed and ascertainable period of time with no expectation of re-appointment. Said period of time will not exceed one (1) year of duration.)
3. Probationary employees
4. Non-probationary employees

D. With respect to the application of Section C above, retrenchment shall be made in the inverse order of length of continuous service from the most recent date of employment at the College (seniority), provided the remaining faculty members have the necessary qualifications to teach the remaining course(s) or perform the remaining duties.

E. Faculty members to be retrenched shall be given notice on January 15 of the then current academic year to be effective with the beginning of the following academic year.

F. Before retrenching any faculty member, the College shall attempt to find other professional employment at the College for said faculty member.

G. A faculty member who is retrenched from the College shall be placed on a preferred rehiring list for a period of two (2) years. The last senior faculty member retrenched shall be the first name placed on such list. Anything herein to the contrary notwithstanding, an employee on the preferred rehiring list shall not be entitled to any of the benefits, rights or entitlements provided by this agreement while on such list. No new faculty member will be hired to fill a vacancy at the College for which retrenched faculty members on the preferred rehiring list are qualified unless the vacancy is first offered in writing to all such faculty members on that list for recall in reverse order of placement thereon for a period of thirty (30) days. In the event a faculty member rejects in writing within said thirty (30) day period, said faculty member shall be passed over and the opening shall be offered to the next qualified faculty member on the preferred hiring list.

H. The College shall fulfill its notification requirements as set forth herein by tendering the offer via certified mail sent to the faculty member's last known address.

I. A retrenchment made in accordance with this article shall not be considered a non-renewal.

J. In the event a retrenched faculty member is recalled within the aforesaid two (2) year period, he shall retain all seniority rights and benefits earned prior to the retrenchment.

K. Within thirty (30) days after execution of this agreement, the College shall forward to the Association a seniority list of all faculty members covered herein.

Said list will be updated annually. With respect to those faculty members who started employment on the same day, their seniority for purposes of this agreement shall be determined by the drawing of lots.

Article XIX. No Strike - No Lockout

A. It is understood and agreed that there shall be no strike as that term is defined in Act 195 during the life of this agreement.

B. The College will not engage in any lockout during the term of this agreement.

Article XX. College Calendar

A. The College agrees to consult with the Association prior to the establishment of the academic year which shall conform to the formula set forth in Section B of this article, and prior to establishment of the summer semester calendars.

B. The academic year shall start with convocation and end with commencement and shall consist of no more than 278 calendar days which shall include no more than 168 working days per academic year during the life of this agreement. The 168 working days shall include one (1) eight-hour day prior to and one (1) eight-hour day at the end of each semester at the College for the preparation of labs, organizing materials, grading papers, etc. The College will not schedule any functions at these times. The calendar shall also include a fall and spring break. The Thanksgiving break shall extend to and include the Monday following Thanksgiving.

C. No Association member shall be required to work more than five (5) calendar days in any one (1) week.

Article XXI. Sponsorship of Student Activities

A. Sponsorship of all student clubs and organizations shall be on a voluntary basis.

B. Such voluntary duties with student non-classroom activities which are sponsored by the College shall be mutually agreed upon by the Association member with the Association's approval and the College when the situation arises.

C. Travel allowance for all College authorized off-campus student functions shall be reimbursed using the reimbrusement schedule as provided in Article XIII hereof, Travel Allowances.

Article XXII. Notification of Vacancies

A. When a regular or temporary vacancy occurs, or when the College reclassifies a position, the College shall post a notification of such vacancy in the staff lounge, Association and Personnel Office bulletin boards and in addition give one (1) copy to the Association President. The vacancy notice shall state which position(s) are open, what qualifications are required, salary range, how applications are to be made, and what is the time limit for submitting of same. An opening shall not be permanently filled for at least fifteen (15) College days from the date of notification. Association members who wish to apply for the opening, shall indicate in writing their qualifications for the position and shall submit their application to the Personnel Director within the prescribed time limit. Association members shall be given first consideration for the job.

B. The College agrees to notify any of its current faculty members who may have applied for the opening of the disposition of their application prior to the publication of the successful applicant.

C. The College reserves the exclusive right to fill or not fill any vacancy. If the College decides to abolish such a position, it shall do so at the next scheduled Board of Trustees meeting. If the position is not abolished, it shall be posted.

D. The College President shall recommend to the Board those applicants who, in his opinion, are qualified to fill any vacancy.

Article XXIII. Return to Unit Position

Any member of the bargaining unit who is selected for an administrative position and accepts it shall not be permitted to return to a unit position unless a vacancy

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exists and provided he/she has officially applied for the unit position, gone through the search committee, and when recommended by the President. He shall retain all seniority and other rights and entitlements earned through continuous service up to the time he assumed the administrative position but shall not accrue any seniority or other rights and entitlements under this agreement while he served in said administrative position.

Article XXIV. General Provisions

A. The College and Association agree to equally share the costs for the duplication of a reasonable number of copies of this agreement.

B. Association members shall have the right to serve on at least one standing committee and the College Senate.

C. Association members shall not be required to perform maintenance work.

D. No student's grade may be altered without the approval of the faculty member giving that grade.

E. Any administrator may instruct any course for which he is qualified and shall be considered a part-time instructor and will be evaluated in accordance with prescribed procedures. Administrators may select appropriate courses only after faculty members and Association members have filled their schedules including overloads, as per Article X.

F. The College shall deduct PSEA Association payments from the pay of employees covered herein upon receipt of individual authorization. All deductions shall be transmitted to the PSEA at designated intervals, and, upon receipt the PSEA shall assume full responsibility for the disposition of all funds so deducted.

G. An Association member shall be assigned faculty rank in accordance with the provisions and standards set forth in Exhibit "B," Faculty Rank, attached hereto and made a part hereof.

H. An Association member shall be able to undertake part-time outside employment provided such employment and its attendant responsibilities does not interfere with the member's performance of his duties at the College.

I. Written rules, regulations and/or policies or practices of the Board in force on the execution of this agreement that are not in conflict with the terms and provisions of this agreement shall continue to be effective for the life of this agreement.

J. The College shall share available information with the Association for the purpose of expediting the negotiation process or assisting in the process of any grievance or complaint filed by or against any Association member.

K. Overload payments shall be paid in equal payments during each academic semester.

L. The College will limit the practice of assigning more than one (1) instructor to a section or class to the following circumstances:

1. Team teaching, where all instructors assigned to the course are responsible for the material being taught. Course outlines shall reflect the mode of instruction being utilized.

2. Modularized courses, wherein the modules of instruction are described and the instructor for each module is identified in the course outline provided to the student.

3. It is also agreed that, should any circumstances other than those described above arise in which assignment of more than one (1) instructor to a course is deemed necessary or desirable, the College will meet and discuss the circumstances with representatives of the WCCC Professional Association prior to taking such action.

M. All unresolved issues with stated time limits and referred to committee review in this agreement shall be subject to the time limits as stated within the appropriate article.

N. The WCCCPA has exclusive bargaining rights.

O. The College shall attempt within the available resources to have at least one (1) full-time faculty member in any program that leads to a certificate, diploma, or degree.

P. Only full-time faculty can revise and/or develop a course(s) and/or program unless no full-time faculty have that course or program responsibility.

Q. Any negotiable matter, as defined by Act 195, arising subsequent hereto and not covered by this agreement shall be subjected to negotiation according to law.

Article XXV. Tuition Reimbursement

A. The College agrees to provide in its budget the amount of $10,000 in the academic year 1982-83, $11,000 in the academic year 1983-84, and $12,500 in the academic year 1984-85 to be used as an allocation for tuition reimbursement for Association members. The Association and the College shall mutually agree upon the procedure for administering these funds.

B. All full-time Association members, their spouses, and dependents as defined by the IRS shall be permitted to take courses at the College without tuition charge. In the event that the Association member dies, retires, or is disabled, this privilege is continued.

Article XXVI. Organizational Membership

The College agrees to provide in its budget the amount of $2,000 in the academic year 1982-83, $2,000 in the academic year 1983-84, and $2,000 in the academic year 1984-85 to be used as an allocation for organizational membership for members of the bargaining unit for their annual dues in organizations which will benefit their professional expertise or provide contacts, information, or publications in their field. The Association and the College shall mutually agree upon the procedure for administering these funds. Any funds not utilized in one year will be carried over to the next year.

Article XXVII. Employee Handbook

Items contained in the Employee Handbook cannot contravene any of the items and provisions of this collective bargaining agreement. The College shall meet and discuss any additions to this document.

Article XXVIII. Student Handbook

Items contained in the Student Handbook cannot contravene any of the items and provisions of this collective bargaining agreement. The College shall meet and discuss any additions to this document.

Article XXIX. Grievance Procedure

Policy: It is the policy of the College to encourage a harmonious and cooperative relationship with its Association members and to resolve Member's grievances in accordance with fair and orderly procedures.

Definition: A grievance is a dispute concerning the interpretation, application or alleged violation of a specific term or provision of this agreement or a claim that the College has acted in an arbitrary or capricious manner contrary to an established Board or administrative policy affecting Association members.

A. A grievance must be filed with 15 working days of the knowledge of the apparent violation of the contract. A grievance may be filed by an Association member(s), or the Association, hereinafter called "Grievant." The College agrees to notify the Association of any formal grievance filed.

B. Informal Level

A Grievant shall discuss with the appropriate dean or supervisor a problem which may lead to a grievance. If the problem cannot be resolved within three (3) College days of the discussion it shall be filed in writing to step one (1) within ten (10) College days after the meeting with the dean or supervisor.

C. Step One - President and/or Personnel Director

Personnel Director within five (5) College days after receiving the appeal shall meet with the Grievant and the Association in an attempt to resolve the grievance. The time for said meeting shall be mutually agreed upon. The President and/or Personnel Director shall give the Grievant a written decision within five (5) College days following the meeting.

D. Second Step - Board of Trustees

If the Grievant is not satisfied with the disposition of his grievance at the first step, he may submit a written appeal to the Board of Trustees within five (5) College days after receiving a decision at the first step. The Board of Trustees or a committee thereof within twenty (20) College days after receiving the appeal, shall hold a hearing at which the Grievant or the Association may present the grievance. The Board of Trustees, within five (5) College days following the hearing, shall give the Grievant a written decision.

E. Third Step - Arbitration

The Association if not satisfied with the disposition of the grievance at the second step may submit the grievance to arbitration within ten (10) College days after receiving a decision at the second step. The Association will notify the College of its intent to proceed to arbitration shall identify the agreement provision or issue in dispute, the matter to be determined, and the Association member(s) involved. Upon receipt of a notice requesting arbitration, the parties shall meet to select an arbitrator within ten (10) days. If the parties cannot voluntarily agree upon the selection of an arbitrator, they shall notify the State Bureau of Mediation and request a list of arbitrators. The State Bureau of Mediation shall then submit to the parties the names of seven arbitrators. Each party shall alternately strike a name until one name remains. The person remaining shall be the arbitrator. The College shall strike the first name.

1. The arbitrator shall have no power or authority to add to, subtract from, or modify the provisions of this agreement in arriving at a decision of the issue or issues presented and shall confine his decision solely to the application and interpretation of this agreement or the issue presented.

2. The costs of arbitration shall be shared equally by the parties. Each party shall bear the cost of preparing and presenting its own case.

3. The parties shall not be permitted to insert in the arbitration proceedings any evidence not previously disclosed to the other party.

F. Time Off

The Grievant and the Association representative, if a College employee, shall be allowed such reasonable time off, without loss of pay, from his regular duties as may be necessary, to attend meetings for the purpose of resolving a grievance. Faculty members who cover classes/assignments for the Grievant and/or Association Representative shall be paid by the College according to the overload rate.

G. No reprisals shall be taken against any Association member(s) for participating in any grievance.

H. A grievant may be accompanied by the representative of the Association at any step of the grievance procedure, subject to the conditions set forth in Article VI, Section 606 of Act 195. No meetings or hearings of any grievance may be conducted by the College without notification to the Association and without the presence of an Association representative. The Association at all such meetings shall be able to put forth its position. (The Association shall receive copies of all communications concerning the grievance.)

I. All such meetings and hearings under this procedure shall be conducted in private and shall include only such persons in interest and their designated or selected representative.

J. All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the participants.

K. The time limits set forth in all steps of this procedure may be extended upon the mutual written agreement of both parties.

L. In the event a grievance is filed at such time that it cannot be processed by the end of the school year, the time limits set forth herein shall be reduced so that the grievance procedure may be terminated prior to the end of the school year or as soon thereinafter as is practicable.

Article XXX. Separability

In the event that any provision of this agreement is found to be inconsistent with existing statutes or ordinances, the provisions of such statutes or ordinances shall prevail and, if any provision herein is determined to be invalid and unenforceable by a court or other authority having jurisdiction, such provision shall be considered void, but all other valid provisions thereof shall remain in full force and effect.

Article XXXI. Headings

Any headings preceding the text of the several articles hereof are inserted solely for convenience of reference and shall not constitute a part of this agreement, nor shall they affect its meaning, construction or effect.

Article XXXII. Term of Agreement

This agreement shall be binding upon the parties hereto, their successors and assigns from September 1, 1982 to and including August 31, 1985 and thereafter from year to year except that either party may notify the other by certified mail on or before April 20, 1985 of its desire to modify or terminate this agreement.

In witness whereof, the parties hereto have caused this agreement to be duly executed and sealed this 23rd day of June, 1982.

Westmoreland County Community College

By ____________________________
Gene E. McDonald
Chairman,
Board of Trustees

____
Chief Negotiator
Martin T. Dillon

Westmoreland County Community College
Professional Association, PAHE/NEA,
PSEA/NEA

By ____________________________
President
Ronald DeBacco

____
Negotiating Team
Aldo Prosperi

____
Negotiating Team
William Rudolph

Attest:
____
President
Norman P. Shea

EXHIBIT "A"

9 MONTH FACULTY AND 12 MONTH PROFESSIONAL SALARY SCHEDULE

STEP NO.	1982-1983	1983-1984	1984-1985
1	11,917	12,512	(Subject to Negotiation)
2	12,258	12,989	
3	12,744	13,361	
4	13,230	13,891	
5	13,716	14,421	
6	14,202	14,950	
7	14,688	15,480	
8	15,174	16,010	
9	15,660	16,540	
10	16,146	17,070	
11	16,632	17,600	
12	17,118	18,130	
13	17,604	18,658	
14	18,090	19,188	
15	18,576	19,718	
16	19,062	20,248	
17	19,548	20,778	
18	20,034	21,308	
19	20,520	21,837	
20	21,006	22,367	
21	21,492	22,897	
22	21,978	23,426	
23	22,464	23,956	
24	22,950	24,486	
25	23,436	25,015	
26	23,922	25,544	
27	24,408	26,075	
28	24,894	26,605	
29	25,380	27,134	
30	25,866	27,664	
31	26,352	28,194	
32	26,838	28,724	
		29,253	

PARA-PROFESSIONAL SALARY SCHEDULE

			1984-1985
1	10,631	11,163	(Subject to Negotiation)
2	10,935	11,588	
3	11,356	11,9[illegible]9	
4	11,778	12,378	
5	12,199	12,838	
6	12,620	13,297	
7	13,041	13,756	
8	13,462	14,215	
9	13,883	14,674	
10	14,305	15,133	
11	14,726	15,593	
12	15,147	16,051	
13	15,568	16,510	
14	15,990	16,969	
15	16,411	17,430	
16	16,832	17,888	
17	17,253	18,347	
		18,806	

EXHIBIT "A1"

*Each 9-month Faculty member, Counselor, and 12-month Professional shall move from his/her existent step on the 81-82 schedule to the next highest step on the 82-83 schedule for the first year of this agreement; and shall move to the next highest step of the 83-84 schedule effective for the second year of this agreement.

*Each Para-professional shall move from his/her existent step on the 81-82 schedule to the next highest step on the 82-83 schedule for the first year of the agreement and move to the next highest step of the 83-84 schedule for the second year of this agreement.

EXHIBIT "B"

WESTMORELAND COUNTY COMMUNITY COLLEGE
RANK - MINIMUM QUALIFICATIONS AND EQUIVALENCIES

I. The following ranks and minimum qualifications for attainment of same shall be recognized throughout the term of the agreement.

ASSOCIATE INSTRUCTOR

Less than five (5) qualifying points.

INSTRUCTOR

Minimum of five (5) qualifying points.

ASSISTANT PROFESSOR

Must meet the qualifications of an instructor plus have three (3) years of related college teaching experience at an institution having recognized approved status by a regional Education Accrediting Association.

ASSOCIATE PROFESSOR

Must have at least three (3) years teaching experience at Westmoreland County Community College and a total of seven (7) years related college teaching experience at institutions having recognized status by a regional Educational Accrediting Association.

PROFESSOR

Must have at least seven (7) years teaching experience at Westmoreland County Community College and a total of eleven (11) years related college teaching experience at institutions having recognized approved status by a regional Educational Accrediting Association.

II. It is understood and agreed by and between the parties hereto that promotions to an instructor or assistant professor shall be automatic once an individual attains the qualifications for said ranks as set forth hereinabove. Promotions to associate and full professor ranks, however, shall not be automatic solely on the basis that an individual attains the qualifications for said ranks as set forth hereinabove.

Exhibit "B" (continued)

III. Within 60 days of ratification of this agreement, the College and the Association shall meet to mutually agree upon a promotion procedure. Until this procedure is agreed upon, the present procedure shall be in effect.

IV. The minimum qualifications to enter Westmoreland County Community College as an instructor may be satisfied by acquiring any of the following five (5) criteria:

A) Master's degree in field of interest plus bachelor's degree or

B) Bachelor's plus two (2) years of equated experience or

C) Bachelor's plus professional license or journeyman's card plus one (1) year equated experience or

D) Associate's degree plus six years of equated experience or

E) Associate's degree plus professional license or journeyman's card plus four (4) years of equated experience

V. The following criteria shall be used in determining equated experience for initial placement to the salary schedule. One year of equated experience shall equal one point.

A) One (1) year of college teaching at an institution having recognized approved status by a regional Educational Accrediting Association equals one (1) year of equated experience.

B) Two (2) years of related work experience, not including graduate teaching assistantships, equals one (1) year of equated experience. Up to a maximum of ten (10) equated years of such experience shall be applied.

C) Two (2) years of related military experience equals one (1) year of equated experience. Up to a maximum of ten (10) equated years of such experience shall be applied.

Exhibit "B" (Continued)

D) A professional license or a journeyman's card equals one (1) year of equated experience, provided the holder of said license or card does not also have an academic degree (i.e., associate degree).

E) The associate degree equals two (2) years of equated experience, provided the holder of said degree does not also possess a higher academic degree.

F) The bachelor's degree equals three (3) years of equated experience.

G) The master's degree equals two (2) years of equated experience.

H) The doctorate degree equals two (2) years of equated experience.

If after placement, a faculty member should attain a higher academic degree, said faculty member shall be awarded points consistent with the foregoing subsections A through H.

VI. The following academic degrees with their respective point values shall be used for purposes of placement on the salary schedule:

Professional License or Journeyman's card equals	- 1 point
Assosicate equals	- 2 points
Bachelor's equals	- 3 points
Master's equals	- 2 points
Doctorate equals	- 2 points

VII. Faculty members shall advance one step on the salary schedule for each year of completed service, notwithstanding rank, during the life of this agreement.

EXHIBIT "C"

WESTMORELAND COUNTY COMMUNITY COLLEGE
FACULTY PROMOTION

Initial appointment at Westmoreland County Community College offers no guarantee or automatic promotion to the associate professor or to the professor ranks based primarily upon seniority or the attainment of minimum qualifications for said ranks as set forth in Exhibit "B".

A. Qualifications and Criteria

1. The minimum qualification for ranks shall be as specified in Exhibit "B".
2. In addition to the required minimum qualifications, criteria for promotion shall take into consideration factors such as the following:
    a. Professional growth following initial appointment. Included within the meaning of professional growth are items such as effective teaching, recognition by and participation in established national, regional or local professional educational and/or subject field associations, new creative and relevant writing, reputation among colleagues, development of new courses and/or programs, innovation of laboratory techniques and success in developing and carrying out significant research work in the subject matter field.
    b. Academic preparation beyond the necessary minimums as set forth in Exhibit "B". Included within the meaning of academic preparation are items such as graduate and/or undergraduate courses taken as an accredited institution of higher education, attendance at specialized conferences, seminars, conventions, workshops, lectures, and institutes which normally do not carry any formally recognized graduate or undergraduate credit.
    c. Effective service to the College as shown by the faculty member's annual evaluations.

Exhibit "C" (continued)

d. Fulfillment of professional responsibilities including such items as committee work and work within student and community agencies.

e. Mastery of subject matter - as shown by such things as advanced degrees, licenses, honors, and reputation in the subject matter field.

B. Promotion Procedure

1. Applicants for promotion are to submit to the promotions committee, on or before November 1, their qualifications in writing, and that information is to be accompanied by a cover letter. Qualifications are defined in Section A of this Exhibit.
2. Four full-time members of the WCCCPA faculty are to be elected, on or before October 15, by the Association membership to serve on the college promotions committee. Two members shall represent the Arts and Sciences/Counseling/Learning Resource Center. Two members shall represent the Business/Technologies/Nursing. Administration membership on the college promotions committee, based on the current organizational chart and administration structure, shall include the Academic Dean and the two appropriate Assistant Academic Deans of the respective divisions. A chairperson shall be elected by a vote of the members on the promotions committee. Should an administrative position be vacant or significantly revised, the College President shall appoint a replacement.
3. Assistant Academic Deans/Deans of the Nursing program, Counseling, and Learning Resource Center shall be consulted and asked to comment on applications submitted by petitioners in their individual areas. These supervisors will not vote on any of the applicants.

Exhibit "C" (continued)

4. The college promotions committee shall review all applications, consult with all applicants at a pre-determined place and time, and inform each applicant that he/she is being recommended, or that he/she is not being recommended for promotion to the President of the College. If the decision for non-recommendation is rendered by the committee, an explanation of the reason or reasons for such action must be given to the applicant. Historically, the Board of Trustees has set a range of from three to five promotion recommendations within these parameters.
5. A list of the candidates considered by the college committee as eligible for promotion is to be given, on or before February 1, to the College President for his review and recommendations to the College Board of Trustees. The Board of Trustees shall make its determinations for promotion on or before May 15. A written notification from the President shall be sent to each candidate informing that person whether or not promotion was approved by the Board of Trustees.

EXHIBIT "D"

WESTMORELAND COUNTY COMMUNITY COLLEGE
FACULTY EVALUATION

Purpose:

The performance of each faculty member shall be evaluated at least once a year. Such evaluation shall be designed to assist the faculty member in the improvement of the performance of his duties. Each faculty member shall receive a written evaluation annually, and these evaluations shall be made part of the faculty member's personnel file.

Procedure:

This evaluation procedure shall include a Professional Evaluation of Performance by an academic administrator followed within one week by a Student Perception of Performance.

A. Student Perception of Performance

A standard questionnaire to elicit student perception of performance shall be administered to all sections of all courses during scheduled class times at least once each year by academic administrators or their designees (designee shall not be a student). Questionnaires shall be distributed, received from students and kept in file by the administrator concerned. Faculty members may review completed questionnaires prior to the post-evaluation conference. After the post-evaluation the student questionnaires shall be given to the individual faculty member. The tabulation of the student questionnaires and typing of all reports and recommendations shall be done by the secretary of the appropriate dean or director.

B. Professional Evaluation of Performance

1. The faculty member shall be advised, in writing, of the criteria to be used in the evaluation.

2. This evaluation shall include an evaluation utilizing at least one

Exhibit "D" (continued)

classroom observation and an assessment of professional activities determined in the "Teaching Materials and Activities Checklist."

3. The faculty member shall be advised, in writing, of the date of any class observation or job visitation. Said notice shall be given at least one week prior to the observation or visit. A written report of the class observation or job visitation shall be given to the faculty member within one week after the observation or visitation.

4. Observations, assessments, and a summary or summaries of Student Perception of Performance Questionnaire results shall be discussed in a post-evaluation conference which shall be held within one week after the completion of the entire evaluation. The faculty member shall receive a written report of the results. If an evaluator finds a teacher in need of improvement, the reason shall be set forth in specific terms as shall all identification of the specific ways in which the teacher is to improve. Teachers may, in writing, request a demonstration if the ways of improvement recommended in writing are not clear to them. Demonstrations must be given right in the classroom, with a full complement of students present. They're not to be given in an administrator's office. The faculty member shall have the opportunity to comment and respond in writing.

5. Two copies of the evaluation report, together with the faculty member's comments, shall be made. One copy shall be made part of the faculty member's personnel file. The other copy shall be given to the individual faculty member.

EXHIBIT "E"

AUTHORIZATION FORM

I hereby authorize Westmoreland County Community College to deduct professional Association dues (local, state and national) and PACE contributions from my periodic pay checks. Such deduction shall be made over 26 consecutive pay periods annually or two (2) equal payments.

This authorization shall remain in effect unless cancelled in writing fifteen (15) days prior to the expiration of Collective Bargaining Agreement.

______________________ ______________________________
Date

EXHIBIT "F"

WESTMORELAND COUNTY COMMUNITY COLLEGE
FRINGE BENEFITS

A. Fringe Benefits provided during the life of this agreement:

1. Full-paid Blue Cross/Blue Shield and Major Medical Coverage, with $100 deductible on Major Medical. Major Medical Catastrophic to be $250,000.
2. Life Insurance - Three (3) times annual contracted salary rounded to the nearest $1,000.
3. Long Term Disability Insurance - Employees eligible after twelve (12) months of continuous employment. Benefits will be paid monthly in arrears after 180 days of disability.
4. Retirement benefits under the following three (3) programs:
    a. TIAA-CREF
    b. SERS
    c. PSERS

B. Sick Leave Bank

The Westmoreland County Community College (WCCC) Professional Association shall have the right to establish a Sick Leave Bank for employees covered under the following collective bargaining agreement:

1. Initially, each employee may transfer up to a maximum of two (2) of his/her earned sick leave days to the Sick Leave Bank. The College agrees to match the cumulative total placed in the Bank by the employees covered under this Agreement.

2. Only employees who contribute to the Sick Leave Bank shall be permitted to participate in the program upon expiration of all paid leaves available to said employees.

3. All days released to the Sick Leave Bank shall be accumulative year to year and may not be withdrawn by the employee excepting as noted in "2" above.

Exhibit "F" (continued)

4. The Sick Leave Bank Committee shall prepare guidelines and be responsible for disbursement of said Sick Leave Bank days to eligible employees.

5. The Sick Leave Bank Committee shall take every precaution to insure that the sick leave and Sick Leave Bank policies are not abused by the participants of the program.

6. Employee sick leave records kept by the Sick Leave Bank Committee shall be open to inspection by the WCCC and records of the Sick Leave Bank kept by the WCCC shall be open to inspection by the Sick Leave Bank Committee.

7. A committee known as the Sick Leave Bank Committee, composed of three (3) members appointed by the Association and two (2) members appointed by the College shall be the administrative body charged with the responsibility of approving all requests for use of the Sick Leave Bank subject to item 3 above, maintaining appropriate records, providing for replenishment and coordinating the overall program with the WCCC Business Office.

8. All applications for use of the Bank must be submitted in written form to the Sick Leave Bank Committee through its Chairman. Forms will be provided and can be obtained from any member of the Committee.

9. For the protection of everyone, no more than ninety (90) days in any year will be granted any individual by the Sick Leave Bank Committee.

10. No application for Sick Leave Bank days shall be considered by the Committee when the employee has not used up all his/her accumulated sick leave and other paid leaves available.

11. The Sick Leave Bank Committee reserves the right to request a doctor's statement, a progress report on any illness or to take any appropriate steps necessary to guarantee the proper use of the Sick Leave Bank program.

EXHIBIT "G"

WESTMORELAND COUNTY COMMUNITY COLLEGE
RETRAINING SABBATICAL

When the College issues a retrenchment notice, the College shall make available a sabbatical leave for retraining purposes. The sabbatical leave when granted shall be granted within the agreed upon sabbatical leave allocation for each year, and shall be defined under the sabbatical leave provisions of the contract (Article XV) unless modified by these procedures and noted below.

The sabbatical leave when granted shall be designed to prepare the affected faculty member(s) for an existing or vacant unit or non-unit full-time position or to meet a program need.

The following procedures invoked by the College shall apply:

1. The affected faculty member(s) shall notify the College in writing of his/her desire to apply for a sabbatical and participate in the retraining program under the sabbatical leave provisions. It is understood, however, that a retraining sabbatical shall be offered to a unit member with less than the five (5) year eligibility requirements. When approved by the College, the prescribed course(s) of study determined necessary to qualify for a vacant unit or non-unit full-time position or to meet a program need will be defined.
    a. the College may grant up to twelve (12) months pursuant to the requirement of Article XV, section E (sabbatical leave provision) to the affected faculty member(s) to complete retraining program.
    b. if the faculty member(s) fail to complete the retraining requirements as agreed upon in the individual retraining prescription(s) written by the College, he/she shall be terminated before the start of the next academic semester. However, in the event of illness or other good reasons, the above retraining sabbatical may be extended a reasonable period of time at the discretion of the Board.

Exhibit "B" (continued)

c. The College shall maintain the right to specify conditions for the retraining sabbatical, including where the retraining will occur.

2. Upon an offer by the College to implement retraining, the following conditions must be met:
    a. the full-time faculty member(s) affected by the retrenchment notice must accept in writing the prescription set forth by the College.
    b. the full-time faculty member(s) affected must meet the qualifications for the discipline/program for which the College determines there is a need.

In the event the College limits the number of retraining openings available, retraining shall be offered on the basis of seniority among those being retrenched.

4. Compensation for approved retraining program shall be as set forth under Article XV, section E (sabbatical leave provision)
    a. should the faculty member not require full-time retraining, course load reductions may be applied on an equivalent basis at the discretion of the appropriate Dean.
5. Implementation procedure for retraining:
    a. application for retraining by the interested faculty member(s) should be made to the President or his designee within 15 calendar days of receiving a retrenchment notice.
    b. upon receipt of the application, the Academic Dean will consult with the appropriate Assistant Academic Dean to evaluate the applicant's qualifications and suggest a course of study.
    c. the Association shall participate in the entire procedures.
    d. part-time or overload teaching shall not be permitted for those persons receiving a retraining sabbatical.

e. the position for which the faculty member has retrained may involve a reduction in salary.

6. It is understood and agreed that a faculty member shall only be eligible to apply for one (1) retraining sabbatical and at the discretion of the President may be eligible for subsequent retraining sabbaticals.

PA

AGREEMENT

between

THE WILLIAMSPORT AREA COMMUNITY COLLEGE

and

THE WILLIAMSPORT AREA COMMUNITY COLLEGE EDUCATION ASSOCIATION

1987 - 1991

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PREAMBLE

THIS AGREEMENT made and entered into this fourth (4th) day of May, 1987, by and between The Williamsport Area Community College, Williamsport, Pa., hereinafter referred to as the "Employer" or "College," and The Williamsport Area Community College Education Association, Williamsport, Pa., hereinafter referred to as the "Association."

WITNESSETH:

ARTICLE I

RECOGNITION

Section 1.01 The Employer recognizes the Association as the sole and exclusive bargaining agent with respect to wages, hours, and terms and conditions of employment for its full-time teaching faculty, counselors and librarians, but excluding non-teaching nurses, admissions officers, employees of the Employer performing non-professional work, Division Directors, and all other supervisors, first level supervisors, and confidential employees as defined in Act 195.

Section 1.02 The employees of the Employer who are so represented shall be collectively designated herein as the "bargaining unit" or "employees."

Section 1.03 This Agreement shall not be construed to prevent the Employer from dealing in any manner with any other faculty organization or group for any purpose not in conflict with Section 1.01 of this Article.

Section 1.04 All rules, regulations and policies of the Employer heretofore in effect, which deal with wages, hours, or terms and conditions of employment of the bargaining unit, shall be deemed superseded from the effective date of this Agreement. The Employer shall not adopt any rule, regulation or policy during the term of this Agreement which shall be in conflict with the terms of this Agreement.

Section 1.05 During the term of this Agreement, neither party shall be required to renegotiate any of the provisions of this Agreement nor negotiate additional terms thereof, nor "meet and discuss" regarding any matter referred to in Section 702 of Act 195, except as may be required by law. In the event the parties mutually agree to amend any provision of this Agreement, such amendment shall not be considered binding or in effect until it has been duly ratified, reduced to writing, and executed by the authorized representatives of each party.

ARTICLE II

CHECKOFF

Section 2.01 The Employer agrees to deduct from the salary of every employee who authorizes the College by October 24 in proper written form, the membership dues of the Association, in fifteen (15) equal, consecutive payments starting with the second (2nd) pay period in November. Amounts will be certified to the Employer in writing by the Association. Within seven (7) days following the pay period in which dues are withheld, the Employer shall remit to the Association the amount of dues withheld during the preceding pay period.

Section 2.02 In consideration of the Employer's agreement to deduct and remit dues as provided herein, the Association agrees to save harmless the Employer from any and all claims, demands or liabilities arising out of the operation of this Article.

ARTICLE III

ASSOCIATION PREROGATIVES

Section 3.01 The Association shall have the exclusive right to manage its affairs as it deems appropriate except to the extent as may be provided in this Agreement.

Section 3.02 With respect to such terms and conditions of this Agreement which require ratification or approval by the membership of the Association, only members of the bargaining unit shall be eligible to vote.

Section 3.03 Upon one (1) week's advance written notification to the Employer, the Employer shall attempt to make available to the Association the auditorium of the College's Academic Center, for the holding of a general meeting, so long as the auditorium has not been previously set aside for another purpose. Any expenses incurred in the setting up of the meeting or resulting from its use by the Association shall be promptly reimbursed to the Employer by the Association. Any meetings of the Association shall be conducted on the employees' own time. The Association shall be responsible for the proper maintenance and care of the auditorium and its appearance and condition at the conclusion of the meeting. The Association shall hold the Employer harmless for any claims, demands or liabilities arising out of the use by the Association of the aforesaid auditorium.

Section 3.04 The Association shall have the right to post notices of meetings, candidates for office, results of elections, the names of officially appointed representatives and committee-persons, and matters involving Association business, other than solicitation of membership, on the existing bulletin boards on the College campus; provided, that the Employer shall have no responsibility whatsoever for the contents or care of any such postings.

ARTICLE IV

EMPLOYER PREROGATIVES

Section 4.01 Except as specifically provided in this Agreement, the Employer retains and reserves all powers, rights, authorities, duties and responsibilities conferred upon or vested in it by the laws and Constitution of the Commonwealth of Pennsylvania including, without limitation, the administration and operation of the College, all functions set forth in Section 702 of Act No. 195 of the laws of Pennsylvania (1970), the right to enlarge, expand, curtail or cease any of its programs, contracts or operations, and to employ, reemploy, discharge, promote, transfer or lay off its employees; provided, however, that transfers shall not be effected for arbitrary reasons and the suspension or discharge of any employee shall be for just cause, except as may be provided in Article XVII hereof.

Section 4.02 The prerogatives enumerated in Section 4.01 of this Article shall not be subject to the grievance procedure unless in the exercise of its prerogatives, the Employer is alleged to have violated a provision of this Agreement.

ARTICLE V

EMPLOYEES' RIGHTS

Section 5.01 Every employee, as a faculty member, is entitled to freedom in the classroom in discussing his or her subject and in reporting the truth as he or she sees it, but should avoid introducing, into his or her teaching, controversial matter which has no relation to his or her subject.

Section 5.02 The faculty member is a member of a learned profession. As such, a faculty member holds a special position in the community and should remember that the public may judge the profession and the institution by his or her utterances. Hence, faculty should be at all times accurate, should exercise restraint, should show respect for the opinions of others, and should make clear that they are not spokespersons for the institution unless specifically authorized. When faculty members speak or write as citizens, they should be free from institutional censorship or discipline but shall not identify themselves with the College (except to the extent that such identification may be relevant to their speech or their writing) nor shall they identify their views with those of the College unless specifically authorized. Faculty participation or non-participation in any lawful organization or group shall in no way adversely affect their employment.

Section 5.03 Since an informal atmosphere in the classroom is closely related to freedom in the classroom, any disruptive incidents occurring in connection with instructional activity shall not be made public by the College without first reviewing said incidents with the employee involved nor shall the employee involved make such incidents public without the concurrence of the College.

Section 5.04 The faculty member is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his or her other academic duties.

Section 5.05 Employees shall have the right to join or assist the Association and shall also have the right to refrain from any such activities.

Section 5.06 Employees shall not be required to perform work as part of their regular assignment which would interfere with their planned instructional program. Employees shall not be required to perform work for the Employer outside of their regular work schedule. It is recognized that all of the College's equipment and services shall be given priority for live work as promptly as the instructional program permits; provided, that such services shall be within the planned instructional program.

Section 5.07 Within the limitations of ethical and professional considerations, teachers shall be entitled to freedom in the selection of textbooks, audio-visual and other teaching aids; provided, however, that teachers who teach multiple sections of the same course shall attempt to agree on common text(s) for all sections of such course. In making selections of text(s), due consideration will be given to the financial burden imposed upon the student. Selected textbooks, audio-visual and other teaching aids must meet the course objectives.

Section 5.08 Teachers shall be entitled to conduct their classes without unnecessary and continued noise and interruptions from external sources or persons who are under the control of the College.

ARTICLE VI

GRIEVANCE PROCEDURE

Section 6.01 It is the declared objective of the Employer and the Association to encourage the prompt disposition of grievances as they may arise and to require for their resolution recourse to the procedures set forth in this Article. The fair and equitable resolution of allegations contained in a grievance at the earliest possible step in the procedure is the agreed upon objective of the parties hereto.

Section 6.02 A grievance is an allegation by an employee, a group of employees, or, if ten (10) or more employees are aggrieved, by the Association that the Employer has misinterpreted or misapplied the terms of this Agreement as to him, her, or them; provided, that if any legal issue or question is involved in the grievance, the grievance shall be handled as provided herein, except that it shall terminate with Step 3 below, and be subject to review only by a court of competent jurisdiction. All formal grievances must be filed in writing containing all the required information as shown by the standard grievance format in Appendix A. The grievant may authorize an appropriate Association representative to sign a grievance on his or her behalf where unusual circumstances prevent the grievant's individual signature. A valid group grievance need only be signed by the Association Grievance Chairperson or another appropriate officer of the Association. All formal responses to written grievances will contain the information as shown by the standard grievance format in Appendix B. Correspondence regarding grievances shall be distributed to appropriate individuals as indicated by the standard grievance formats of Appendix A and B.

Section 6.03 In the event of a grievance, the aggrieved employee or employees shall be required to discuss the grievance with the immediate supervisor involved within seven (7) calendar days of the date when the aggrieved knew, or with reasonable diligence should have known, of its occurrence. The immediate supervisor and the grievant(s) shall attempt to settle the matter at this informal level. The immediate supervisor shall have three (3) days to respond to the grievant's concern. Any solution arrived at during this informal stage need not be reduced to writing, but in any case, shall not be considered as a binding precedent on either of the parties to this Agreement.

Step 1. If the said supervisor fails to reply within the time specified in Section 6.03, or if supervisor's reply is unsatisfactory to the aggrieved, the grievant may submit the written grievance to the immediate supervisor involved who shall note on the grievance the date of receipt, and shall reply in writing within seven (7) days of receipt of said grievance. A Step 1 written grievance must be submitted by the grievant within seven (7) days following the immediate supervisor's response as provided in Section 6.03.

Step 2. If the said supervisor fails to reply within the time specified, or if supervisor's reply is unsatisfactory to the aggrieved, the grievant may submit the written grievance to the appropriate Dean or the Dean's designee within seven (7) days thereafter, and the said Dean or designee may then meet with the grievant relative thereto, but shall, within ten (10) days from the receipt of said grievance, reply in writing.

Step 3. If the Employer's representative fails to reply within the time specified in Step 2, or if the reply is unsatisfactory to the aggrieved, the grievant may within ten (10) days thereafter submit the written grievance to the President of the College, or the President's designee, who shall hold a hearing thereof within twenty (20) days from receipt of said grievance and reply in writing within ten (10) days after the hearing.

Step 4. If the President fails to reply within the time specified in Step 3, or if the President's reply is unsatisfactory to the aggrieved, the Association shall determine whether it wishes to submit the matter to arbitration. In the event it wishes to do so and if the grievant concurs, it shall within fifteen (15) days following the President's reply (or if the President has failed to reply within fifteen (15) days following the end of the twenty (20) day period set forth in Step 3), notify the Employer in writing of its desire to submit the grievance to arbitration.

A. Within one (1) week following receipt of such notification, the grievance shall be referred to the American Arbitration Association.

B. The arbitration shall be conducted in accordance with the current Voluntary Labor Arbitration Rules of the American Arbitration Association.

C. If feasible, the parties shall select the earliest hearing date offered by the arbitrator.

D. All of the arbitrator's charges, including fees and expenses, shall be shared equally by the Association and the Employer.

E. The award of the arbitrator shall be final, binding and conclusive upon all parties to the proceeding and on all employees; provided, however, that the arbitrator's jurisdiction shall be limited solely to the application and interpretation of this Agreement. He shall have no power to add to, modify, or amend in any respect any provisions of this Agreement; provided, further, that the arbitrator shall have no power to determine any question of law but that only a court of competent jurisdiction shall resolve any legal issue or question which arises in the course of the arbitration proceeding or on which the grievance is based.

F. All references to days in this section shall be deemed to be calendar days Monday through Friday, but excluding College holidays.

G. Consistent with its responsibilities to maintain effectiveness of College operations, the Employer will render every reasonable assistance to provide for attendance of witnesses and representatives whose presence is required at grievance meetings and hearings.

Section 6.04 It is agreed that time is of the essence in each Step of the grievance procedure and may not be varied except by mutual written agreement with the concurrence of the Association; any such variance shall apply only to the grievance in issue and the specific Step for which the time has been modified; provided, however, that in the event the reply to a grievance is accepted as final disposition of the grievance, and if the Employer fails to carry out its commitment within the time indicated, the grievance may be handled in the next Step by the aggrieved party, regardless of the time elements involved.

Section 6.05 In the event the grievance involves the conduct of a Dean, the grievance procedure shall begin with Step 2; in the event the grievance involves the conduct of an administrative officer above the level of Dean, the grievance procedure shall begin at Step 3.

Section 6.06 It is understood that every grievant shall have the right to process his or her own grievance or may, at his or her option, be aided by a representative of the Association; provided, however, that the Association shall have the right to be present at each Step of the grievance procedure. The Employer shall furnish the Association with a copy of its written replies in each Step of the grievance procedure.

Section 6.07 In the processing of a grievance involving more than one (1) employee, all the grievants may be present at each Step; provided, that the Employer shall schedule a hearing on the grievance at a reasonable time, when no work is assigned to the grievants.

ARTICLE VII

NO STRIKES OR LOCKOUTS

Section 7.01 Since this Agreement provides for the amicable adjustment of grievances, the Association, in behalf of itself and each of the employees, agrees not to engage in, initiate, authorize, sanction or support any strike, slowdown, stoppage of work or other concerted refusal to work and the Employer agrees not to lock out any employee or group of employees during the term of this Agreement.

Section 7.02 In the event that any employee or group of employees engages in a strike, slowdown, stoppage of work or other concerted refusal to work and is disciplined or discharged therefore, such discipline or discharge shall not be a subject of grievance, regardless of any other provision of this Agreement, except that the question as to whether the employee or employees who have been so disciplined or discharged did in fact engage in such activity shall be subject to the grievance procedure.

Section 7.03 In the event of any unauthorized strike, slowdown, stoppage of work or other concerted refusal to work by an employee or group of employees, the Association shall promptly and publicly disavow such action, request and direct the employees so involved to return to work, and attempt to bring about a prompt resumption of normal operations of the Employer. The Association shall thereupon promptly notify the Employer in writing of the measures it has taken to comply with this Section.

ARTICLE VIII

ACCESS TO INFORMATION

Section 8.01 Upon the Association's request and within a reasonable time thereafter, the Employer shall make available to the Association such relevant information as the Association may request and to which it is entitled pertaining to any pending grievance or forthcoming collective bargaining negotiation with the Employer; provided, however, that the Association shall promptly reimburse the Employer for any expenses it may incur in the preparation and provision of such information.

Section 8.02 A joint enrollment and admissions committee consisting of three (3) employees designated by the Association and three (3) representatives designated by the College will be established. The purpose of the committee is to share accurate information regarding program enrollment projections and trends, to prevent misunderstandings regarding enrollments, and to share ideas regarding new or modified recruitment and marketing techniques.

Section 8.03 The personnel file of the employee shall be accessible to an authorized representative of the Association upon written direction of the employee, after reasonable notice to the Employer. An employee may, at any time, add information to his or her own personnel file, indicating thereon the date when such addition is made; provided, that such information be delivered to the Personnel Office. An employee may have access to his or her own file upon request. Strict security of personnel files shall be maintained by the Employer.

Section 8.04 The Employer shall maintain one (1) official post-employment personnel file to be used for all personnel action and as a source of information concerning any inquiries about the employee. The employee shall be notified in writing of any information which is placed in or withdrawn from his or her file by the College, at the time such action is taken. The employee shall have the right to challenge any information in his or her file which he or she deems to be untrue and to have placed in his or her file any comments relating to such information, provided that prompt notice relative to such placement in his or her file is given to the Personnel Office.

ARTICLE IX

COMMUNICATIONS

Section 9.01 Whenever a written communication dealing with any provision of this Agreement is sent by the Employer to all employees of any classification which comprises a part of the unit as defined in Article I, Section 1.01, a copy of such communication shall be sent to the President of the Association.

Section 9.02 The President of the College or the President's designee shall meet and discuss with designated representatives of the Association, at mutually convenient times and on reasonable notice, matters related to the administration of this Agreement.

ARTICLE X

RELEASE TIME

Section 10.01 In the event the Employer shall schedule a meeting with the Association for any purpose other than negotiations during a time when any of its representatives at such meeting would normally be at work for the Employer, the Employer shall release such representatives from the performance of their duties for the duration of such meeting.

Section 10.02 Employees who receive a written request from the Employer to perform a service for the College shall be granted release time without loss of pay or loss of other benefits.

ARTICLE XI

ACCESS TO PREMISES

Section 11.01 In the event the Association desires to meet on the College's premises with one of its representatives who is not an employee, it shall notify the President of the College reasonably in advance of such meeting; provided:

A. That the presence of such representative on the premises of the College shall in no way interfere with the normal operations of the College;

B. That such meeting shall be held during normal College hours, during the scheduled work days;

C. That such representative shall not engage in any solicitation of membership for any employee organization, as defined in Act 195 of the Commonwealth of Pennsylvania; and

D. That the Association shall hold the Employer harmless from any claims, demands or liabilities which may arise from such use of its premises.

Section 11.02 Each College building shall be open from one-half (1/2) hour before the classes in it are scheduled to begin to one-half (1/2) hour after the last class is scheduled to end. Entry shall be available to such buildings between 7:00 a.m. and 10:00 p.m. on Saturdays, Sundays, and holidays for employees whose duties so require, on written twenty-four (24) hour advance notice to the Security Office or by telephone when advance notice could not reasonably have been given. In case of special circumstances, access to the buildings may be arranged on reasonable notice with the Security Office at hours other than as herein set forth.

ARTICLE XII

TERM OF EMPLOYMENT

Section 12.01 The normal term of employment, except for Summer Terms, for full-time teaching faculty shall be the period commencing with faculty convocation and continuing until commencement, or until the employee's normal, professional duties for the current academic year have been completed (as determined by his or her immediate supervisor), whichever shall last occur, except as may otherwise be provided in this Article. Subject to Paragraph B of this Section, no more than two hundred seventy (270) calendar days shall elapse between convocation and commencement.

A. Subject to Section 12.01 hereof, employees shall not be required to work more than the following number of days in a normal work year.

1. Degree and Certificate (DC) teachers: one hundred seventy-two (172) days.

2. Secondary Vocational Program (SVP) teachers, counselors, and librarians: one hundred eighty-five (185) days.

3. Employees who teach both SVP and DC students shall have their number of working days set by written agreement between the Employer and the Association to be executed simultaneously with this Agreement.

4. Counselors and Librarians newly employed, on or after August 20, 1984, for a normal work year of one hundred eighty-five (185) days shall be scheduled within a twelve (12) month period (commencing with convocation) with a minimum period of six (6) consecutive weeks of non-work days if so requested. The scheduling shall take into consideration the request of the employees subject to operational requirements and shall be determined prior to the

beginning of the work year. This flexibility in work days for new employees cannot be used to supplant any full-time position held by a bargaining unit member prior to August 20, 1984.

B. In the event the required number of scheduled working days has not been held due to extreme (i.e., Acts of God, strikes, catastrophies), unusual or other unforeseen circumstances, the Employer may require the employees to work beyond commencement but in no event longer than the number of days set forth in Paragraph A. of this Article, nor for more than three (3) weeks following the scheduled date of commencement. The aforesaid limitation of two hundred seventy (270) calendar days does not apply to counselors or librarians affected by Section 12.01 A. 4., or employees who have executed a written alternative annual teaching load agreement.

C. Employees shall not be required to be at work during the period between terms if they have completed their duties, but shall be available by telephone. Employees shall also be available by telephone for one (1) week following commencement.

Section 12.02 SVP faculty shall not be required to attend the convocation of the DC faculty, and their work shall not begin until the first (1st) day preceding the students' arrival for orientation or classes, whichever comes first.

ARTICLE XIII

PROBATIONARY EMPLOYMENT

Section 13.01 Every employee shall be deemed to hold probationary employment until he or she has been reappointed following three (3) years of continuous employment, the last two (2) years of which shall be consecutive within his or her work area, in each year of which he or she shall have performed at least eighty (80%) percent of the work load as set forth in Article XXV hereof; provided, that an interruption of employment due to retrenchment or leave of absence exceeding a total of six (6) weeks may be deemed to constitute a breach of continuous employment for the purposes of this Article; and provided, further, that at the request of either party to this Agreement, the Employer and the Association shall attempt to agree upon a different probationary period than set forth herein for any employee whose previous teaching experience might appear to warrant a modification of the probationary term hereinabove set forth; and provided, further, that in the event a probationary employee with more than two (2) years seniority thereafter loses his or her seniority under Article XIV and is then reemployed, the employee and the Employer shall mutually establish a probationary period not to exceed two (2) years. In no event shall any probationary period established under this Article exceed four

(4) full years of employment. An employee shall be deemed as completing the first (1st) full year of probationary employment if employee's effective starting date is not more than 30 work days after the official beginning date of the work year in the program for which employee is hired, and employee completes the remainder of the first work year.

Section 13.02 Although teaching at the College which is not the equivalent of eighty (80%) percent of the work load set forth in Article XXV shall not normally be deemed fulfillment of the work requirement of this Article, the parties may, in special circumstances, agree that an employee has fulfilled the said work requirements.

Section 13.03 Employees who have taught sixty (60) credit hours or one hundred (100) contact hours at the College in the five (5) years immediately preceding their entry into the bargaining unit shall be deemed to have satisfied the probationary requirements of this Article; provided, that if such employees shall not have taught at least fifteen (15) credit hours or twenty-five (25) contact hours in the two (2) years immediately preceding such inclusion, they shall be on probation for a period of one (1) year. The seniority of such employees shall be determined as provided in Article XIV of this Agreement.

ARTICLE XIV

SENIORITY

Section 14.01 "College seniority" shall mean accrued periods of time as an employee of the College. "Work area seniority" shall mean accrued periods of time working at the College in a work area listed in Section 14.11 of this Article. When the term "seniority" is used herein, it shall be construed to apply to both College and work area seniority.

Section 14.02 Seniority, unless otherwise provided in this Article, shall be deemed to commence on the first (1st) day the employee commences work in the work area. An employee who commences said work on the first (1st) work day of the same school term, whether in the SVP program or DC program, shall be deemed to have commenced work on the same day. In the event more than one (1) employee commences work on the same day or has the same College work area experience as enumerated in this Agreement, uninterrupted by any of the circumstances listed in Section 14.03, the employee's work area seniority shall be determined alphabetically using the employee's last name as of the date of hire. Effective August 20, 1984, this alphabetic procedure shall be changed to the drawing of lots. Any previously determined alphabetical work area seniority shall remain unchanged. Ties in work area seniority occurring through the transfer of employee(s) to a new work area with or without the simultaneous hiring of a new employee in the same work area shall be broken, where possible, through College seniority; otherwise the procedures of this Section shall be used.

Section 14.03 Seniority shall be deemed terminated in the following circumstances:

A. Discharge.

B. Resignation.

C. At the end of two (2) consecutive years of retrenched status. Any new opportunities for work area employment existent within the first week of the semester following the end of two (2) consecutive years of retrenchment status will be offered to the retrenched employee consistent with the terms of Article XVIII; acceptance of said offer will reinstate terminated seniority.

D. Absence from work due to illness or injury for:

1. Three (3) consecutive years for an employee with seven (7) years or more of College seniority;

2. Two (2) consecutive years for an employee with three (3) but fewer than seven (7) years of College seniority;

3. One (1) year for an employee with fewer than three (3) years of College seniority;

provided, that such absence shall be deemed ended in the event there is a return to work for forty (40) consecutive work days.

Section 14.04 Work area seniority shall be frozen in the following circumstances:

A. Any absence exceeding forty (40) consecutive work days unless such absence is due to:

1. A sabbatical leave of absence or during the first year of leave of absence for purposes of professional development under Sections 24.09 or 24.10 of Article XXIV;

2. Sick leave for an employee who has completed his probationary period so long as such absence does not result in termination as set forth in Section 14.03 of this Article.

B. Failing to teach at least six (6) credit hours or ten (10) contact hours per week in a semester in a work area due to transfer to another work area at the request of the employee or in lieu of retrenchment.

C. Failing to teach at least six (6) credit hours or ten (10) contact hours in a semester in a work area due to transfer to another work area at the request of the College, but no freezing shall occur for a period of two (2) years.

D. During any period of retrenchment status. Effective, and not retroactive prior to August 20, 1984, and for purpose of future retrenchment decisions only, an employee's placement on the seniority list will be determined in the same manner as if his or her work area seniority had not been frozen during his or her period of retrenchment status.

Section 14.05 An employee's work area seniority earned as a full-time member of the teaching faculty, counselor or librarian shall be frozen when employee accepts a position with the College outside of the bargaining unit.

Section 14.06 A member of the bargaining unit who has taught for at least six (6) credit hours or ten (10) contact hours per week in a semester in a work area shall be credited with work area seniority in such area for such teaching; provided, however, that an employee who has performed such teaching while outside the bargaining unit but in the employ of the College shall in no event be credited with more than five (5) years of work area seniority for such work performed by the individual while employed outside the bargaining unit.

Section 14.07 An employee who accepts an offered position with the College outside the bargaining unit for a period not to exceed one year and then returns to a similar (available) position within the bargaining unit shall retain all rights previously accrued as a unit employee in addition to the bridging through of such rights as though employment in the bargaining unit had not been interrupted. This provision is effective as of August 20, 1984, and does not apply to those employees who had left the unit prior to the effective date.

Section 14.08 In the event the College requests a non-probationary employee to develop and/or instruct in a new curriculum/program area resulting in a new work area designation, the College will honor, for a period of three (3) years, the written request of the non-probationary employee to return to the former work area, effective at the beginning of the next normal work year, provided:

A. Such transfer does not violate any other provision of this Article;

B. The written request for transfer is filed with the Personnel Office at least six months in advance;

C. A qualified replacement (as determined by the College) is available. If a qualified replacement is not available, the request will be honored until a qualified replacement can be identified and hired.

Section 14.09 An individual does not accrue seniority as a temporary replacement of a bargaining unit employee even if the temporary replacement employee subsequently becomes a regular member of the bargaining unit.

Section 14.10 The College shall provide the Association with Work Area Seniority lists on or before February 1 of each year. Simultaneously, the College will provide copies of Work Area Seniority lists to appropriate units/divisions for posting and review by Employees. The employee's position on the seniority list shall be considered final unless his or her position has been changed from the previous list. The employee may challenge the change in position only by submitting such challenge in writing to the Association and College within thirty (30) calendar days of the posting of the seniority list.

Section 14.11 For the purpose of this Article, the work areas are defined as follows:

1. Agriculture
2. Air Conditioning & Refrigeration
3. Architecture
4. Auto Body
5. Automotive
6. Aviation
7. Business Administration
8. Carpentry, Masonry & Tile Setting
9. Civil Technology
10. Computer Science
11. Counseling
12. Dental Auxiliary
13. Diesel Mechanics
14. Dietetics
15. Drafting
16. Electrical Construction
17. Electronics
18. Food Service
19. Forestry
20. Graphic Arts
21. Health
22. Heavy Construction Equipment Service & Operation (S & O)
23. Horticulture
24. Humanities
25. Library
26. Machine Shop
27. Mathematics
28. Physical Education
29. Plastics
30. Plumbing & Heating
31. Practical Nursing
32. Science
33. Sign Painting
34. Small Engines
35. Social Science
36. Surgical Technology
37. Technical Illustration and Advertising Art
38. Welding
39. Wood Products

ARTICLE XV

NOTICES OF APPOINTMENT

Section 15.01 On or before April 1, the Employer shall send duplicate copies of a Notice of Appointment to each employee to whom employment is offered of whose employment is expected to continue during the following school year; provided, however, that nothing herein contained shall be deemed to affect the Employer's rights of retrenchment, as set forth in Article XVIII of this Agreement. Within twenty (20) days from the date of mailing said Notice, employees accepting their appointment shall sign, date and deliver to the Personnel Office, a copy of the said Notice; provided that the Employer may regard the failure of an employee to execute and deliver copy of the said Notice, as required herein, to constitute a refusal of the said appointment and a tender of resignation as of the end of the current school year.

Section 15.02 Probationary employees whose employment shall not be continued during the following school year, shall be sent a Notice of Non-reappointment on or before April 1.

Section 15.03 A Notice of Appointment shall include the employee's name and current job classification, rank, and salary at the time of notification, and the projected salary for the following school year if available.

Section 15.04 Whenever a vacancy exists in a position within the bargaining unit, the College shall notify, in writing, all employees who have notified the College, in writing, to be considered for that position. In the event a vacancy exists in an administrative position, the Employer shall notify the employees at the same time or before it advertises to fill the vacancy. Nothing herein shall preclude the Employer from withholding notification of any such vacancy when in the College's judgement, circumstances so warrant. In such event, no vacancy shall be filled within less than one (1) week following the date when the employees have been so notified. This section shall be subject to the provisions of Article XVIII, Section 18.07 K.

Section 15.05 The College shall give preference to the desire of an employee, who has completed the probationary period, to transfer between programs to a vacancy in the same work area including a transfer between secondary and postsecondary programs. It is understood and agreed that the College shall not be required to allow any transfer requested under this Section.

ARTICLE XVI

RESIGNATION

Section 16.01 An employee intending to resign prior to the expiration or at the end of his or her current term of employment shall notify the College in writing at the earliest possible opportunity, but no later than sixty (60) days prior to the intended effective date; exceptions requested by the employee will be granted in cases of unusual personal hardship.

ARTICLE XVII

TERMINATION OF EMPLOYMENT

Section 17.01 The Employer shall have the right, in the exercise of its discretion, to terminate the employment of any employee holding probationary employment, complying with the following procedure:

A. During the first five (5) months of employment, such employee shall be terminated on written notice by the Employer;

B. Thereafter, any probationary employee who is terminated shall receive a written notice of the reason therefor and shall be afforded a hearing, upon the employee's request, before the President of the College or the President's designee. Such hearing shall be held within two (2) weeks of the sending of the aforesaid notice; provided, that the employee has requested a hearing within one (1) week after receiving said notice. The Association shall have the right to be present at the aforesaid hearing, unless the said employee objects.

C. The employee so terminated shall be paid to the effective date of his or her termination.

Section 17.02 An employee who has completed probationary employment shall be subject to termination only for just cause or as provided in Article XIV, Section 14.03, Paragraphs A., B., C., and D. of this Agreement.

Section 17.03 In the event of termination, the provisions of Article VI of this Agreement shall be available only to employees who have satisfactorily completed their probationary employment.

ARTICLE XVIII

RETRENCHMENT

Section 18.01 Retrenchment shall not be deemed a termination of employment unless the employee who has been retrenched has not been recalled pursuant to Section 18.07 of this Article. Retrenchment may result because of financial considerations, program curtailment, lack of student enrollment, or elimination of courses, within the procedure herein provided.

Section 18.02 When retrenchment in the judgment of the College becomes necessary, layoffs shall be made in the inverse order of the employees' seniority within their respective work areas, subject to the provisions of Section 18.03 hereof; provided, that part-time employees and temporary employees shall be laid off before any unit employee is retrenched unless the retrenchment of a unit employee will not be affected thereby.

Section 18.03 In making retrenchments, the College shall take into consideration the employee's teaching effectiveness as well as the length of employee's current employment with the College and shall give due consideration to both factors in view of the College's obligation to provide the highest possible quality of education for its students and of the employee's desire for job security. The College shall have the burden of justifying any retrenchment which does not conform to the employee's seniority within employee's work area, it being agreed, however, that the employees retained are capable of teaching with skill and competence the courses which are offered; employees with speciality skills (necessary for current educational program delivery) within an assigned work area will be retained over more senior employees if these speciality skills cannot be delivered by remaining employees with the retrenchment of the speciality skill employees. It is understood that retained employees must meet instructor, licensure, or state certification requirements, if any, for the programs/courses they teach; appropriate interim licensure or certification enabling temporary but legal execution of instruction is acceptable.

Section 18.04 Retrenchment shall begin on the day immediately following the last workday of the employee's current work year or current employment period.

Section 18.05 In order for a retrenchment to become effective at the conclusion of the spring semester, the Employer shall, on or before April 1 of each year, send a Notice of Retrenchment to the employee to be retrenched.

Section 18.06 Within five (5) weeks following the faculty convocation in the fall term, the Employer shall have the right to retrench employees by sending them a Notice of Retrenchment subject to the following provisions:

A. In the event of a probationary employee, such retrenchment shall become effective at the end of the fall semester; provided, that if the retrenched employee is in the second (2nd) year of probation, the employee shall receive retrenchment pay of Three Hundred ($300) Dollars, and if the employee is in the third year of probation, the employee shall receive retrenchment pay of Five Hundred ($500) Dollars. Retrenchment monies shall be payable at the time the employee receives his or her last pay from the College.

B. With respect to employees who have completed their probationary employment, such retrenchment shall become effective at the end of the current school year.

C. The Employer shall have the right to assign employees, who have received a Notice of Retrenchment hereunder, Lifelong Education courses (as provided in Article XXVI hereof) and to assign professional duties (not necessarily teaching) to any probationary or non-probationary employee who has received a Notice of Retrenchment; provided, that such duties shall not exceed thirty (30) clock hours per week or a full teaching load as defined in Article XXV of this Agreement. In the event the employee who receives such assignment fails or refuses to carry out such assignment, the employee shall be subject to immediate retrenchment at the option of the Employer and shall not be entitled to any retrenchment pay as provided in this Article.

Section 18.07 Employees who are retrenched shall be entitled to the rights and privileges specified herein, and for the purposes of this Section shall be classified as follows:

Category A. Probationary employees who, at the effective date of their retrenchment, shall have been continuously employed within their job classification by the Employer for no less than one-half (1/2) year and no more than two (2) years.

Category B. Probationary employees who, at the effective date of their retrenchment, shall have been continuously employed within their job classification by the Employer for more than two (2) years but have not completed their probationary employment.

Category C. Employees who, at the effective date of their retrenchment, shall have completed their probationary employment.

A. Employees retrenched hereunder shall be offered and notified of any new opportunity of reemployment by the College within their work area following the inverse order of their retrenchment under Section 18.02 hereof, until their seniority is terminated, as provided in this Agreement; provided, that if so notified, they shall write the College of their willingness to accept such reemployment within ten (10) days following such notification and failure to do so shall be deemed a rejection of such proffered reemployment. In the event such proffered reemployment is equivalent (full-time, same work area, same campus location - North Campus and Main Campus are understood to be different campus locations) to employee's regular full-time employment, an employee rejection shall terminate employee seniority with the following exception: If an employee provides written documentation of his/her inability to accept equivalent reemployment for a period not to exceed one year due to acceptance of an external professional contract at another educational institution, said employee's seniority will not terminate; however, a second rejection of equivalent reemployment following the completion (within one year) of the external professional contract herein referenced shall terminate said employee's seniority.

B. Retrenched employees who are qualified and make appropriate application shall be considered for professional employment opportunities outside the bargaining unit (but within the College) until their seniority is terminated as provided in this Agreement and shall be given preference for such employment opportunities over equally or less qualified applicants; however, it is understood that the Employer shall have the right to hire another applicant when said applicant is better qualified than a retrenched employee who has applied. Within ten (10) days thereafter an employee who is offered such employment shall write the College of their willingness to accept such employment.

C. The Employer shall notify the Pennsylvania Department of Education of those employees who have been retrenched and shall include appropriate information for each such employee.

D. The Employer shall pay up to Thirty-Five ($35) Dollars for an ad in an appropriate journal mutually agreed to by the employee and the College for the placement of any retrenched employee who so requests within twenty (20) days of the receipt of his or her notice of retrenchment.

E. Category B. and C. employees shall have the right to continue all insurance benefits provided in this Agreement at their own expense so long as the insurance carrier permits such continuation.

F. Employees in Categories A., B. and C. shall be entitled to the benefits of Article XXXVI, Section 36.03, of this Agreement while on retrenched status.

G. Employees in Categories A., B. and C. shall be permitted to enroll without charge in Lifelong Education courses during their retrenched status, but they shall not be considered part of the enrollment for the purposes of determining the teacher's compensation or for the purpose of determining whether the course shall be held.

H. The Employer shall maintain for employees in Categories B. and C. a placement file in order to assist such employees in obtaining job placements.

I. Subject to prior written approval of the appropriate Dean, employees who are about to be retrenched may agree with employees who are not to be retrenched to substitute one for the other.

J. Any employee recalled under the provisions of this Section shall return with the same rank and without loss of accrued sick leave.

K. Retrenched employees shall be notified of appropriate job vacancies within the bargaining unit or in any other professional capacity until their seniority is terminated as provided in this Agreement. If such employment opportunity is teaching, the retrenched employee, if qualified, shall be hired before any other person. If such employment opportunities are in other professional capacities, preference shall be given to retrenched employees in accordance with Section 18.07 B. of this Agreement. Retrenched teachers who are offered and accept teaching assignments by the College shall be considered to be part-time employees so long as they teach less than eighty (80%) per cent of a maximum load as defined in Article XXV.

L. An employee, who accepts a position in another work area in lieu of retrenchment, shall have the right to return to the former work area from which the employee was retrenched over full-time new employees; provided, the employee has notified the College of his or her desire for the prior job. A rejection of the position will end the preference.

M. Preference to teach part time and/or overloads shall be given to employees with no overload assignments as follows:

1. Retrenched employees in accordance with Section 18.07 K. In order to provide maximal part-time teaching opportunities, it is the responsibility of the retrenched employee to inform the division director, of a work area outside that assigned having part-time employment possibilities, of his or her interest in and qualifications for part-time employment within that different (from assigned) work area;

2. Employees in the work area;

3. Employees outside the work area who presently have seniority where the part-time work is needed.

N. Whenever mutually feasible and in the best interest of both the College and employee, preference for retraining opportunities will be extended to retrenched or anticipated to-be-retrenched employees. Preference for retraining as indicated above may not be in effect if the results of such retraining cannot be effectively utilized by the College or if such retraining will create the potential retrenchment of a more senior employee who is also willing to be retrained in a new area.

Section 18.08 The College will have prior discussions with representatives of the Association regarding circumstances/considerations of any pending decision to eliminate a current College program which will result in the retrenchment of current employees.

Section 18.09 Employees who are retrenched due to the total elimination of a current College program and who cannot be offered full-time College employment in a related work area/College program or in another appropriate College position shall be offered a professional opportunity to earn transitional pay of $10,000 subject to the following requirements:

A. Employee must have completed ten (10) years of full-time College employment.

B. Employee must waive, in writing, all future rights to recall.

Section 18.10 If a retrenched employee accepts a professional opportunity to earn transition pay of $10,000 as provided in Section 18.09, the following conditions will apply:

A. The $10,000 will be paid at the last earned per diem rate.

B. All insurance and fringe benefits provided by this Agreement will continue as feasible and allowed by insurance carriers.

C. The professional opportunity will be scheduled, as reasonably feasible, within a compact time period adjacent to the concluding date of program elimination.

D. Reasonable provision for unpaid employee leave will be made available for purpose of new employment exploration.

ARTICLE XIX

LIBRARIANS - HOURS

Section 19.01 Librarians shall work not more than an eight (8) hour day which shall include one-half (1/2) hour for lunch; provided, that their normal work week shall not exceed thirty-seven and one-half (37 1/2) hours, excluding lunch time.

Section 19.02 In the event a librarian is assigned work in excess of thirty-seven and one-half (37 1/2) hours in a work week, the librarian shall receive compensatory time off in an amount equal to the amount of time so worked; provided, that if the librarian is assigned to Sunday work, the librarian shall receive compensatory time and a half (1 1/2) off for such time as worked on Sunday. The employer and the librarian shall mutually agree when such compensatory time off may be taken.

ARTICLE XX

COUNSELORS - HOURS

Section 20.01 Counselors shall work not more than an eight (8) hour day which shall include one-half (1/2) hour for lunch; provided, that their normal work week shall not exceed thirty-seven and one-half (37 1/2) hours, excluding lunch time.

Section 20.02 In the event a counselor is assigned work in excess of thirty-seven and one-half (37 1/2) hours, the counselor shall receive compensatory time off in an amount equal to the amount of time so worked. The Employer and the counselor shall mutually agree when such compensatory time off may be taken.

Section 20.03 A counselor shall not be required to impose disciplinary action on any student.

ARTICLE XXI

OFFICE HOURS

Section 21.01 All teaching faculty shall maintain office hours at the faculty member's regular and usual office location of at least five (5) hours per week for student consultation on days when classes are in session, and shall post their office hours in conspicuous places; provided, however, that SVP teachers need only hold office hours or student-parent consultations by prior appointment, and provided, further, that teachers whose normal work load (excluding consideration of overloads) is twenty-three (23) contact hours per week or more shall hold three (3) posted office hours per week and two (2) by appointment and if less than twenty-three (23) contact hours per week, five (5) office hours shall be posted and maintained. Unless given special approval by the Division Director, office hours shall be:

A. Scheduled between the hours of 8:00 a.m. and 9:00 p.m. for the accessibility and convenience of the students;

B. A minimum of thirty (30) minutes in length and a maximum of three (3) consecutive hours.

C. Scheduled on at least three (3) days per week.

Section 21.02 The faculty member shall be physically present in his or her office or laboratory during his or her regularly scheduled office hours or shall leave a notice on his or her office door as to the faculty member's whereabouts (which shall be in the same building as faculty member's office) and, wherever practicable, shall advise the divisional secretary thereof.

Section 21.03 At the option of the faculty member, students may be required to make advance appointments for consultation if necessary to increase accessibility of faculty members to all students. Students without appointments will be assisted as quickly as possible.

Section 21.04 The faculty member shall have the right to change office hours upon posting such change twenty-four (24) hours in advance and giving notice thereof to his or her Division Director.

ARTICLE XXII

FACULTY RESPONSIBILITIES

Section 22.01 As a teaching institution strongly committed to instructional excellence, the faculty member's primary responsibility shall be effective teaching. It is further recognized that effective teaching takes priority over all other faculty responsibilities. Faculty are encouraged to participate in and assist with curriculum review, revision, and development; engage in professional development and technological upgrading activities; contribute to the betterment of the College through Divisional and College-wide committee participation. Such participation and/or contribution shall only be anticipated on an equitable and reasonable basis in terms of both faculty initiatives and institutional support.

ARTICLE XXIII

ADVISORY RESPONSIBILITIES

Section 23.01 Employees acting as advisors to student advisees shall receive such information concerning their student advisees as their respective Deans shall consider appropriate to aid the advisors in fulfilling their advisory responsibilities.

Section 23.02 Students shall be assigned as advisees to employees within each curriculum so that each employee within a curriculum shall have a substantially equal number of advisees.

Section 23.03 Faculty shall perform assigned consultation and scholastic advisement duties incident to student registration and retention. Faculty shall serve as a resource person to members of the Counseling staff concerning academic needs of students and academic requirements in areas of professional specialization. Execution of advisory responsibilities will take place during the employee's normal work year.

Section 23.04 The number of advisees assigned to a full-time faculty member shall not exceed thirty-five (35). This number may be increased by no more than ten (10) upon future implementation of additional advising support systems (beyond those existent in the 1983/84 school year) which provide for reduction of normal faculty advising responsibilities and expectations.

ARTICLE XXIV

LEAVES OF ABSENCE

Section 24.01 Except as otherwise provided in this Article, all leaves of absence (except sick leave of five (5) work days or less) shall be requested in writing of the employee's immediate supervisor, as far in advance as feasible, indicating the reason for the leave of absence and the expected duration. The employee shall be given prompt written approval or disapproval of the submitted request. In the event of sudden illness or accident which prevents the employee from securing prior written approval, the employee shall notify his or her immediate supervisor as soon as possible.

Section 24.02 Employees shall be entitled to accrue sickness or accident leave (herein called sick leave) with pay up to ten (10) working days per academic year, all of which shall accrue on the first (1st) day each employee assumes his or her duties under the terms of his or her appointment. Each employee may accumulate up to three hundred (300) days of such leave at full pay during employment with the College.

A. An employee shall be entitled to sick leave pay if the employee is unable to work, due to illness (including disabilities caused or contributed to by pregnancy, childbirth, or related medical conditions) or accident on any day which the employee has a regularly scheduled class, office hour, final examination or other duty as specifically required by this Agreement. The unit of computation for use of sick leave shall be one-half (1/2) or one (1) day. A doctor's certificate may be required where, in the opinion of the Employer, the employee has a pattern of sick leave absences. An employee returning from extended sick leave (exceeding twenty (20) work days) must present a doctor's certificate indicating the employee's ability to return to all or part of employee's normal workload.

B. Whenever feasible, an employee absent on a short term basis shall attempt with the immediate supervisor to arrange for covering employee's work assignment with other qualified employees. If voluntary class coverage acceptable to the appropriate supervisor is not available, the supervisor, in his or her discretion, may require class coverage by qualified colleagues. Such assignments will take into consideration the availability and work schedule of the faculty member in addition to class coverage previously provided. Required coverage shall not exceed two (2) days per semester. Extended class coverage beyond two (2) days per semester shall be accomplished either by a temporary employee or by assigning said classes to other faculty members; provided, that in the latter event, such faculty member shall not be paid additional compensation unless such assignment brings him or her into "overload," as defined in this Agreement, in which case he or she shall be paid at the agreed "overload" rate on a pro-rated basis; provided further, that a faculty member so assigned after the first two (2) days of a semester shall have the privilege of refusing such assignment if it would result in an "overload." A class shall be defined as those students assigned as a section to an employee.

C. Upon reasonable advance notice, an employee shall be notified by the Employer of the number of unused sick days.

D. The sick leave bank shall be continued and shall operate as follows:

1. Each employee shall contribute one (1) of his or her days of sick leave to the said bank at the time employee accrues sick leave; provided, that the sick bank shall at no time hold more than two hundred seventy (270) days.

2. After an employee has used his or her entire accrued sick or personal leave, in the event of serious illness or injury, the employee (or

employee's designated representative in cases of severe incapacitation) may apply to the Joint Committee administering the sick leave bank for additional sick leave and shall be eligible to receive up to eighty (80) days of sick leave from said bank in the academic year, subject to the following conditions:

(a) The Joint Committee shall allot sick leave from the bank in multiples of ten (10) days; provided, that the said Committee's decision as to whether an employee is entitled to draw sick leave from the bank shall be final;

(b) Any unused sick leave taken from the bank by an employee shall be returned to the bank.

3. Should the number of sick days remaining in said bank be less than one hundred (100), each employee shall thereupon contribute one (1) of his or her sick days to the said bank; if the number of sick days in said bank is one hundred (100) or over, the bank shall not be replenished.

4. The Joint Committee shall consist of two (2) employees designated by the Association and two (2) representatives designated by the College; a majority vote of the said Committee shall be required to allow a withdrawal of sick leave from the said bank. All four (4) members shall constitute a quorum of the said Committee.

5. The Joint Committee shall have the right to require full medical support for any requests submitted to it before exercising its power hereunder.

6. It is the purpose and intent of the sick bank to provide a reservoir of additional sick leave for employees who are confronted with a serious loss of earnings due to an extended inability to work resulting from a severe illness or injury.

7. After an employee becomes eligible for benefits under the College's Long Term Disability Program, Sick Bank leave beyond forty (40) continuous days shall not be used. The College will continue to pay the cost of the employee's group health insurance benefit during the first six (6) months of usage of

Long Term Disability benefits or until the employee terminates employment, whichever is first.

Section 24.03 A total of five (5) paid working days may be used each year to attend the state or national meetings of the Association (example: one (1) employee for five (5) days or five (5) employees for one (1) day); provided, that the Association shall give at least ten (10) days' advance written notification to the immediate supervisor of the employees desiring to take such leave and to the Personnel Office; and provided, further, that the employees taking such leave shall attempt to arrange for the covering of their work assignments by other qualified employees with the approval of their immediate supervisors.

Section 24.04 In addition to any other leave of absence permitted under this Article, each employee shall be allowed up to three (3) days of absence with full pay during each academic year for any personal matter, subject to the approval of the immediate supervisor; provided, that one (1) day of such absence when granted shall be deducted from the accumulated sick leave of the employee.

Section 24.05

A. An employee shall be allowed up to five (5) days of absence with full pay due to a death in the immediate family. Immediate family is defined as father, mother, brother, brother-in-law, sister, sister-in-law, child, spouse, parent-in-law or near relative who lives in the same household with the employee. Leave when taken shall be within ten (10) days of the date of death.

B. An employee shall be entitled to one (1) day of absence with full pay on the day of the funeral of a near relative who does not live in the same household with the employee, and such absence may be extended without loss of pay for one (1) additional day when travel conditions or other similar exigencies, as determined by the employee's immediate supervisor, justify such extension. A near relative is defined as grandmother, grandfather, grandchild, aunt, uncle, nephew, niece or first cousin of the employee or the employee's spouse.

C. Pay will be allowed for regular scheduled work days only. The purpose of Sections 24.05 A. and 24.05 B. is to pay employees for regularly scheduled work days missed for bereavement purposes.

Section 24.06 Any employee who is called for jury duty or is required to attend a judicial or other proceeding in response to a subpoena issued therefor, except as an expert witness, shall be entitled to leave of absence for the time during which said employee is necessarily absent from employee's work duties; provided, that said employee shall receive full pay less any amount to which employee is entitled as a result of such jury duty or response to subpoena, but in no event shall the employee be required to remit to the College any compensation employee might receive above full pay as an employee. The Employer shall be given all reasonable advance notice whenever an employee receives a leave of absence under this Section.

Section 24.07 Upon written application by an employee as herein provided, the Employer shall grant three (3) sabbatical leaves each work year beginning 1985/86 with pay as herein provided.

A. Sabbatical leaves may be granted for planned travel, study, formal education, retraining, professional writing or research, curriculum development, or other approved experiences of professional value to the faculty member and College. Sabbatical leaves may be granted for creative and/or community endeavors which, in the opinion of the College, are useful and valuable to the overall purpose and objectives of the institution. The primary objective of sabbatical leave is to improve the quality of the employee's service to the College and/or Division. Effective August 20, 1984, sabbatical leaves will not be granted for purpose of restoration of health, however, a disability leave will be granted to an employee qualifying for benefits under the College's Long Term Disability Insurance Program. The application for sabbatical leave shall be submitted to the Personnel Office by February 1 for requested leaves commencing during the subsequent Fall semester and by July 1 for leaves commencing during the subsequent Spring semester. These deadlines may be extended, at the total discretion of the Employer, where circumstances so warrant. The application shall include:

1. The specifics of the projected program of professional development to be undertaken, if leave is granted, and the anticipated results;

2. Documentation of the value of the proposed activities in the improvement of the employee's service to the College and/or Division;

3. The reason why the faculty member feels a sabbatical leave is necessary to complete the projected project.

B. Upon completion of the sabbatical leave, the employee shall submit a written report to the immediate supervisor, the appropriate Dean and the President of the College evaluating the sabbatical leave within sixty (60) days after completing the sabbatical leave.

C. Sabbatical leave shall be granted at the discretion of the Employer but not more frequently than after each seven (7) years of employment with the College; provided, that such leaves shall not be cumulative. An employee shall be eligible for a sabbatical leave of absence after five (5) years of employment with the College for the purpose of study leading towards a Bachelor's degree or for retraining. Such employee shall not be eligible for another sabbatical leave until after fourteen (14) years of continuous employment by the College.

D. An employee shall have the option to be on sabbatical leave for a semester covering one-half (1/2) the academic year at full salary for that period or for the entire academic year at one-half (1/2) of full salary.

E. An employee, during sabbatical leave, shall be entitled to the benefits provided by this Agreement. Employees returning from sabbatical leave shall participate in any salary increments as provided in the Agreement in effect; provided, that if such employee then meets the requirements for advancement in rank, he shall be eligible to receive such advancement. Sick leave shall not accumulate during the sabbatical leave.

F. Employees on sabbatical leave shall continue membership in the Public School Employees' Retirement System, State Employees' Retirement System, or the Teachers' Insurance and Annuity Association; provided, that in the event the employee goes on sabbatical leave for a year at half salary, the College shall pay into the retirement fund on behalf of such employee, the amount required to be paid by it as if the employee were actually in full-time daily attendance in his or her regular position for the entire academic year, but the employee shall make his or her contribution on the basis of one-half (1/2) of his or her year's salary. Employees who are on a half year's sabbatical leave shall make their full contribution for retirement, and the College shall make its regular contribution.

G. Sabbatical leave for reasons other than retraining shall not be granted unless the employee agrees in writing to return to his or her employment with the College for a period of not less than one (1) year immediately following such leave of absence; retraining sabbaticals require a return to employment with the College for a period of not less than two (2) years. Failure to comply with this agreement may result in forfeiture of all compensation paid by the College during such leave, and the College shall have the right to enforce the return of such compensation as liquidated damages or otherwise, in any court of competent jurisdiction.

H. In considering applications for sabbatical leave, the College shall have the discretion to grant or deny such applications, but in no event shall more than ten (10%) percent of the employees be on sabbatical leave during any academic year.

I. In the discretion of the Employer:

1. A sabbatical leave for one (1) semester, once granted, may be extended to include a second (2nd) semester without salary for such second (2nd) semester;

2. An employee who receives sabbatical leave may accept grants, fellowships or other funds which are used to defray the cost of study, travel or research and shall not have his salary during said sabbatical reduced by such amounts; and

3. The College may grant a sabbatical leave after a shorter period of time than seven (7) years but shall not be required to do so.

Section 24.08 Military leaves of absence, without pay, and reemployment rights shall be granted employees eligible therefor in accordance with the requirements of the Military Selected Service Act of 1967 and the Armed Forces Reserve Act of 1952, as amended, and other applicable laws.

Section 24.09 A leave of absence without pay and not to exceed one (1) year may be granted at the discretion of the Employer for personal reasons (including childcare) or to afford an employee the opportunity of work experience, advance education in any field, or travel which the Employer believes will enhance teaching capabilities or broaden knowledge in the area of employee's discipline; provided, that leaves without compensation may be extended upon mutual agreement of the employee and the College for an additional period of up to one (1) year but the employee shall apply for such extension at least one hundred twenty (120) days prior to the termination of employee's current leave.

Section 24.10 Additional leaves of absence up to two (2) years without pay, may be granted in the discretion of the Employer for participating in a Fulbright or similar education exchange program of similar duration directly related to the employee's professional responsibilities.

Section 24.11 During any leave of absence for which the employee does not receive salary or continuation of benefits, the employee may, at the employee's option and to the extent feasible, continue any or all such benefits at employee's own expense.

Section 24.12 The exercise by the College of its discretion in any respect under this Article shall not be deemed to constitute a precedent.

Section 24.13 An employee, upon written application and approval of the College, shall be entitled to a paid leave of absence for one (1) day to take a professional examination in employee's work area; provided, the examination is taken on a scheduled work day and employee's classes on that day have been covered without cost to the College.

Section 24.14 An employee shall not be paid for time not worked unless on leave of absence with pay.

Section 24.15 An employee shall be granted, up to one day per semester, emergency leave with pay upon the determination of such need by the Employer. Emergency shall be defined herein as an unforeseen situation requiring immediate action by an employee to avoid disaster or possible harm to the health, safety, or well-being of said employee or any member of his immediate family. The definition of emergency shall include extremes of weather conditions which preclude attendance at the College during the period of an employee's assigned duties. Emergency leave shall be used only for such absence not covered by any other provision of this Agreement.

ARTICLE XXV

MAXIMUM LOAD

Section 25.01 A maximum teaching load shall be fifteen (15) credit hours in any semester and thirty (30) credit hours in an academic year, except for mandated programs. For the purposes of this Article, a credit hour shall be determined by the following formula:

One (1) lecture hour per week equals one (1) credit hour.

Three (3) science (e.g., chemistry, physics, biology) laboratory hours equals two (2) credit hours.

Three (3) laboratory hours (other than science) equals one (1) credit hour.

Section 25.02 The maximum number of contact hours per week for all teaching employees shall be as follows:

Associate Degree - twenty (20) contact hours except for automotive and carpentry which shall have a maximum of twenty-four (24) and twenty-three (23) contact hours respectively.

Physical Education - twenty-three (23) contact hours of which no more than sixteen (16) hours shall be class teaching hours. In the event open gymnasium is assigned, it will be separately compensated.

Certificate - twenty-five (25) contact hours.

Mandated programs - shall not exceed thirty (30) contact hours, except for practical nursing, dental hygiene, dietetics, dental assisting, and surgical technology programs, which shall not exceed twenty-five (25) contact hours.

SVP - thirty (30) contact hours.

Section 25.03 In the event a teacher is assigned courses which involve teaching in more than one (1) of the programs set forth in Section 25.02 of this Article, the number of contact hours per week shall be determined on the basis of the lesser hour program.

Section 25.04 To enable high quality educational delivery by faculty, it is the intent to limit the number of faculty instructional preparations. No teacher shall be assigned more than three (3) preparations at the same time unless the instructor is assigned to a teaching area not offering sufficient multiple sections to limit instructor preparations or is the only qualified instructor in an area requiring more than three courses during a particular term to meet student needs; in such cases the number of preparations shall be limited to four (4). Additional preparations beyond those described above may be assigned with the written consent of the teacher. Individual or team sports/activities offered students as Physical Education options shall not be considered distinct preparations. Instructional courses designed for individualized and simultaneous instructor presentation and supervision during the same time period (ex: AVT Typing I, II, and III) shall constitute only one preparation. Modification of existing curriculum offerings into smaller instructional units (courses) with essentially unchanged content (ex: 1982/83 Aviation Program modification) will not be considered as distinct preparations.

Section 25.05 The College agrees not to increase unreasonably the number of student contacts per teacher for the purpose of causing retrenchments.

Section 25.06 The College shall not, for the purpose of causing retrenchments, subcontract with any other institution courses or programs for students enrolled at the College, so long as the College is capable of providing such courses or programs through its existing faculty.

Section 25.07 The College shall not assign more students per section than there are work stations in said facility.

Section 25.08 Teaching assignments in excess of the maximum load, as provided herein, shall be voluntary, except that a maximum overload of one (1) credit or two (2) contact hours (whichever is incurred first) per school year may be required to avoid an underload (i.e., a regular teaching load less than maximum). Assigned overloads cannot be used to reduce the full-time employment of existing employees or to negate the first preference of retrenched employees to teach part-time and/or overloads as provided in Section 18.06 M. An employee will not be assigned an overload, as provided herein, for two consecutive school years. A maximum load may be exceeded in credit hours, contact hours, or both. In the event a full-time teacher accepts or is assigned (as provided herein) a teaching assignment which results in exceeding his or her maximum load, the teacher shall be compensated on the following basis:

A. If maximum load is exceeded in credit hours only:

1. Three hundred ninety ($390) dollars per credit hour for work year 1987/88.

2. Four hundred ($400) dollars per credit hour for work year 1988/89.

3. Four hundred twenty-five ($425) dollars per credit hour for work year 1989/90.

4. Four hundred seventy-five ($475) dollars per credit hour for work year 1990/91.

B. If maximum load is exceeded in contact hours only:

1. Two hundred ninety-three ($293) dollars per contact hour for work year 1987/88.

2. Three hundred ($300) dollars per contact hour for work year 1988/89.

3. Three hundred twenty ($320) dollars per contact hour for work year 1989/90.

4. Three hundred fifty-five ($355) dollars per contact hour for work year 1990/91.

C. The maximum of A. or B. listed directly above if load is exceeded in both credit hours and contact hours.

Section 25.09 At least twelve (12) hours shall elapse between the end of an employee's regular teaching assignment for the day and the beginning of employee's next regular teaching assignment on the following day; it being understood that overloads, teaching of Lifelong Education classes, coaching, field trips, advising and other professional duties within said twelve (12) hour period shall not be deemed to constitute a break therein. Where the instructional needs and scheduling requirements of the College require evening teaching assignment(s) as part of an employee's regular semester load, the elapse time described herein may be reduced from either a twelve (12) hour period to a ten (10) hour period one (1) day a week, or a twelve (12) hour period to an eleven (11) hour period two (2) days a week, but not both.

Section 25.10 The time interval between the beginning of an employee's first (1st) regular teaching assignment on any day and the end of the employee's regular teaching assignment for that day shall not exceed eight (8) hours; it being understood that overloads, teaching of Lifelong Education courses, coaching, field trips and advising shall not be deemed to constitute a violation hereof.

Section 25.11 Upon mutual planned and written agreement of a full-time instructor and responsible academic administrator and Dean, an annual teaching load may be designed with reduced load for a portion of the work year and compensating overload for the remainder of the work year and/or assigned load during the Summer Terms period with no adjustment (neither reduction nor overload payment) to annual compensation. In such agreements the yearly work load shall not exceed the sum of the semester maximum loads as defined in this Article. Such written agreements shall be shared with the Association prior to instructor agreement and execution. Alternative annual teaching loads cannot be used to supplant normal terms of employment, as defined in Section 12.01, held by a bargaining unit member prior to August 20, 1984.

Section 25.12 When a faculty member volunteers to perform such duties and/or teaching which does not fit any of the above, the faculty member shall be compensated at a rate established by the College. The rate shall be established in writing prior to assignment and execution of duties.

ARTICLE XXVI

LIFELONG EDUCATION

Section 26.01 It is the intent and purpose of the parties to utilize existing expertise, experience, and speciality skills of the full-time teaching faculty for the benefit of business/industry/ community students served by Lifelong Education courses and programs; to provide additional teaching opportunities to the full-time teaching faculty to the greatest extent feasible. It is a recognized responsibility of the College to attempt to engage the most qualified teacher for the various courses in order to achieve in such courses educational excellence and continuing student interest. The Employer shall make the final selection of the persons who shall teach such courses.

Section 26.02 In executing its responsibility to maximize educational quality and opportunity for students, the College may assign Business and Industry type (excludes leisure type courses) Lifelong Education courses directly related to employee's work area as part of an employee's regular semester teaching load subject to all conditions of Article XXV - Maximum Load (as applied to regular load) but excluding assigned overloads as provided in Section 25.08. Non-credit Lifelong Education courses will be calculated on both a contact hour basis and a credit hour equivalent basis (3 non-credit Lifelong Education contact hours equal 1 credit hour equivalent) for teaching load determination only. Any Lifelong Education overload incurred by an employee on a voluntary basis will be compensated at normal Lifelong Education rates specified herein. Assigned teaching load of Lifelong Education courses will not exceed the equivalent of 25% of the employee's maximum teaching load unless mutually agreed in writing by the College and the employee.

Section 26.03 Nothing herein contained shall limit the Employer's right to employ part-time teachers to teach Lifelong Education courses or to determine which courses shall be given.

Section 26.04

A. On or before June 1 and October 1 of each year, the Employer shall circulate to the full-time faculty a comprehensive and updated list of past Lifelong Education courses, other than new or custom courses, it then expects to offer for the coming semester in order to ask employees whether or not they wish to participate in the Lifelong Education program for that semester; provided, that the Employer shall retain the right to withdraw any or all such courses, depending upon availability of a qualified teacher, limitations of instructional space, enrollment of fewer than eight (8) students, or other factors consistent with this Agreement which the Employer deems relevant. Any employee desiring to teach any such course or courses shall notify the Employer in writing within fourteen (14) calendar days following the notification. The Employer, upon request by the Association, shall provide the names of the persons selected within fourteen (14) days of such request.

1. The developers of new courses shall, at the option of the College, be afforded the first (1st) and second (2nd) opportunity to teach said courses.

2. A listing of Lifelong Education courses will be developed which reflects the teaching preferences and

assignment of the full-time faculty. This listing will be sent to deans and division directors and posted in each instructional division area on campus prior to July 25 and November 25 for the purpose of confirming what courses will be offered based upon responses received as specified above in Section 26.04 A.

B. Those employees who applied and were not selected shall have an opportunity to have an informal conference with the Director for Lifelong Education to discuss the reason for their non-selection. In the event the College selects a person outside the bargaining unit to teach a Lifelong Education course instead of an employee who has duly applied therefor, such employee shall have the right to file a grievance as provided in this Agreement.

Section 26.05 Where two (2) or more employees are best and equally qualified in the Employer's judgment to teach the same Lifelong Education course or courses, the Employer shall rotate the opportunity to teach said course or courses among such employees.

Section 26.06

A. In the event a full-time teacher accepts a Lifelong Education teaching assignment which results in exceeding his or her maximum load, as specified in Article XXV -

Maximum Load, the teacher shall be compensated for the Lifelong Education overload on the following basis:

1. Credit courses:

    (a) Three hundred ninety ($390) dollars per credit hour or two hundred ninety-three ($293) dollars per contact hour, whichever is greater, for work year 1987/88.

    (b) Four hundred ($400) dollars per credit hour or three hundred ($300) dollars per contact hour, whichever is greater, for work year 1988/89.

    (c) Four hundred twenty-five ($425) dollars per credit hour or three hundred twenty ($320) dollars per contact hour, whichever is greater for work year 1989/90.

    (d) Four hundred seventy-five ($475) dollars per credit hour or three hundred fifty-five ($355) dollars per contact hour, whichever is greater for work year 1990/91.

2. Non-credit courses:

(a) A minimum of ten ($10) dollars per non-credit clock hour for the semester;

provided, however, that in the event enrollment in any course shall be fewer than ten (10) students, the employee's compensation shall be determined by dividing the number of students enrolled in the course by ten (10) and multiplying the quotient by the aforesaid rate; provided, that in no event shall the compensation exceed the rate hereinabove set forth; and provided, further, that no class of fewer than eight (8) enrolled students shall be held and that in no event shall the employee receive compensation on the basis of fewer than eight (8) students in any course unless mutually agreed upon by the instructor and the College.

Section 26.07 Employees who accept an offer to teach a Lifelong Education course or courses resulting from the initial notification listings available June 1 and/or October 1 shall be expected to execute an agreement, prepared and submitted to them by the College on or before July 10 and/or November 10 respectively and return same to the College within ten (10) days after receipt thereof; provided, however, that if any employee executes such an agreement and fails to enter into the employment thus offered, his or her employment as an employee of the College shall be subject to termination; provided, that if a replacement suitable to the Employer is available to be employed at no more than the rates of pay specified herein, without loss of time from the course or courses, such employee shall not be terminated.

Section 26.08 In the event the College determines to offer courses contracted for with persons outside of the institution, the compensation of any employee who accepts an offer to teach any such course or courses shall be mutually agreed upon by the said employee and the College.

Section 26.09 For purposes of salary computation hereunder, the enrollment for each course shall be determined as at the end of the third (3rd) week of classes or equivalent.

Section 26.10 The Employer agrees to make reasonable efforts to advertise the Lifelong Education program in newspapers and on the radio, consistent with the availability of funds for such purpose.

Section 26.11 Lifelong Education courses include credit and non-credit courses. College program courses are excluded.

ARTICLE XXVII

SUMMER TERMS

Section 27.01 It is the intent and purpose of the parties to provide additional teaching opportunities to the full-time teaching faculty to the greatest extent feasible, recognizing that it is the responsibility of the College to attempt to engage the most qualified teachers for the various courses in order to achieve in such courses educational excellence. The Employer shall make the final selection of the persons who shall teach such courses.

Section 27.02 Nothing herein contained shall limit the Employer's right to employ part-time teachers to teach or to determine which courses shall be given.

Section 27.03 Where two (2) or more employees are best and equally qualified in the Employer's judgment to teach the same course or courses, the Employer shall rotate the opportunity to teach said course or courses among such employees.

Section 27.04 An employee who teaches a credit course or courses in a Summer Term shall be paid at the following rates for the Summer Term:

A. Three hundred ninety ($390) dollars per credit hour or two hundred ninety-three ($293) dollars per contact hour, whichever is greater, for work year 1987/88.

B. Four hundred ($400) dollars per credit hour or three hundred ($300) dollars per contact hour, whichever is greater, for work year 1988/89.

C. Four hundred twenty-five ($425) dollars per credit hour or three hundred twenty ($320) dollars per contact hour, whichever is greater for work year 1989/90.

D. Four hundred seventy-five ($475) dollars per credit hour or three hundred fifty-five ($355) dollars per contact hour, whichever is greater for work year 1990/91.

provided, however, that in the event enrollment in any course shall be fewer than ten (10) students, the employee's compensation shall be determined by dividing the number of students enrolled in the course by ten (10) and multiplying the quotient by the aforesaid rate, provided, that in no event shall the compensation exceed the rate hereinabove set forth; and provided, further, that no class or fewer than eight (8) enrolled students shall be held and that in no event shall the employee receive compensation on the basis of fewer than eight (8) students in any course unless mutually agreed upon by the instructor and the College. Except for employees who teach the equivalent of a maximum load in a full-semester program during one Summer Term:

E. An employee teaching academic courses shall teach no more than eight (8) credits per session;

F. An employee teaching a shop course shall teach no more than twenty-five (25) contact hours per week.

Section 27.05 On or before March 1 of each year, the Employer shall notify the employees, by posting a notice or otherwise, of the courses it then expects to offer in the following Summer Terms in order to afford employees an opportunity of expressing their interest in teaching such courses; provided, however, that the Employer shall retain the right to withdraw any or all such courses depending upon availability of a qualified teacher, limitations of instructional space, enrollment of fewer than eight (8) students, or other factors consistent with this Agreement which the Employer deems relevant. Thereafter, the Employer shall notify the employees of additional courses it intends to offer for the Summer Terms, subject to the same right of withdrawal as herein set forth. Any employee desiring to teach any such courses shall notify the Employer in writing twenty-one (21) days following notification by the Employer.

Section 27.06 Employees who accept an offer to teach a course in a Summer Term shall execute an agreement, prepared and submitted to them by the College by April 1, and return same to the College within fifteen (15) days after receipt thereof; provided, however, that if any employee executes such an agreement and fails to enter into the employment thus offered, his or her employment as an employee of the College shall be subject to termination; provided, that if a replacement suitable to the Employer is available at no more than the rates of pay specified herein, at or prior to the beginning of the Summer Term session, such employee shall not be terminated.

Section 27.07 No Summer Term classes shall be held on College recognized holidays (day of national observance). Rescheduled classes shall not be held on Saturday or Sunday.

Section 27.08 The Employer agrees to make reasonable efforts to advertise the Summer Term program in newspapers and on the radio, consistent with the availability of funds for such purpose.

Section 27.09 For purposes of salary computation hereunder, the enrollment for each course shall be determined as at the end of one-fifth (1/5th) of the total class days.

Section 27.10 Employees teaching a Summer Term shall be entitled to use their accrued sick leave, if any, but shall not be eligible to use leave from the sick bank provided in Article XXIV of this Agreement.

Section 27.11 Effective with Summer Term 1984, full-time employees within the work areas of Diesel and S&O may be required, at the discretion of the Employer, to teach the equivalent of a full-semester program during one (1) Summer Term. Written notification of such assignment will be made by the College by April 1 (beginning in 1985). Unless a replacement suitable to the College is available, refusal of such assignment may result in termination. No full-time employee will be required to teach more than two consecutive full-semester Summer Terms. Furthermore, a rotation system will be implemented, based upon seniority, to allow requesting faculty summers off, as provided above, while ensuring the availability of at least one-half (1/2) of the required full-time faculty in any given summer.

A. An (S&O or Diesel) employee who teaches the equivalent of a maximum load in a full-semester program during one (1) Summer Term, shall be paid forty (40%) percent of his annual (172-day, 2 semester) salary up to a maximum of:

1. $12,000 for Summer, 1987
2. $13,000 for Summer, 1988
3. $14,000 for Summer, 1989
4. $15,000 for Summer, 1990
5. $16,000 for Summer, 1991

B. Employee compensation will cover both instructional and related equipment and materials responsibilities of the employee required for the effective operation of a full-semester summer program. Any instructional overload shall be paid at the standard rate. Weekly contact hours may vary to accommodate the scheduling of a full-semester program during a Summer Term but will not exceed forty-eight (48) contact hours per week.

C. Employees teaching the equivalent of a full-semester program during one (1) Summer Term shall accrue two (2) additional sick leave days on the first (1st) day employee assumes his or her Summer Term duties.

ARTICLE XXVIII

OUTSIDE EMPLOYMENT

Section 28.01 An employee may undertake part-time employment in a teaching capacity at another educational institution provided there is prior written notification by the employee to the Dean of Academic Affairs regarding the specifics (Educational institution's name, course name and credits, course schedule and duration) of the part-time teaching employment opportunity. Prior approval by the Dean of Academic Affairs or his designee is required for an outside course load which exceeds both six (6) credit hours and two (2) courses during a College semester (fall or spring).

ARTICLE XXIX

SALARIES

Section 29.01 A Salary Pool of Monies to be applied to the Salary System for Bargaining Unit Employees (see Appendix C) shall be established as follows:

A. Determination Date:

1. 1987/88: Thirty days prior to the annual faculty convocation for school year 1987/88

2. 1988/89 through 1990/91: March 1 preceding the following school year

B. Determination of Identity of Bargaining Unit Members Utilized for Salary Pool and Salary System Calculations:

1. 1987/88: Continuing full-time employees (excluding newly hired or re-hired employees) offered and accepting employment during the ensuing work year

2. 1988/89 through 1990/91: Current full-time employees excluding retrenched employees or employees for which an ending date of employment (which precedes the following annual faculty convocation) has been established.

C. Determination of Salary Percentage Increase Monies:

For each employee defined in B. above, the College will provide, for the work year indicated, monies toward a Salary Pool in the following amount:

1. 1987/88: 6.75% of each employee's 1986/87 annual salary.

2. 1988/89: 7.00% of each employee's 1987/88 annual salary.

3. 1989/90: 7.00% of each employee's 1988/89 annual salary.

4. 1990/91: 7.25% of each employee's 1989/90 annual salary.

D. Determination of Salary Adjustment Monies:

For each employee defined in B. above, the College will provide, for the work year indicated, additional monies toward a Salary Pool in the following amount:

1. 1987/88: $350
2. 1988/89: $450
3. 1989/90: $550
4. 1990/91: $650

E. Estimated Total Annual Salary Percentage Increase:

Combining the amounts defined in C. and D. above, the estimated total annual salary percentage increase (per employee) added to the Salary Pool is listed below:

1. 1987/88: 8.03%
2. 1988/89: 8.52%
3. 1989/90: 8.71%
4. 1990/91: 9.11%

These percentages are used on a cummulative basis below to specify potential reductions to the Salary Pool.

F. Final Determination of Total Salary Pool of Monies:

For each work year, the Total Salary Pool of Monies shall consist of those monies determined from C. and D. above reduced by the following amounts:

1. Dental Plan

Fifty (50%) percent of annual premium increase for each employee from the 1986/87 rate ($110.40) to:

(a) 1987/88: 1987/88 rate exceeding 8.03%
(b) 1988/89: 1988/89 rate exceeding 17.23%
(c) 1989/90: 1989/90 rate exceeding 27.44%
(d) 1990/91: 1990/91 rate exceeding 39.05%

2. Hospitalization Insurance

Fifty (50%) percent of annual composite rate premium increase for each employee from the 1986/87 allowable (paid in full by College) rate ($1877.27) to:

(a) 1987/88: 1986/87 rate exceeding 8.03%
(b) 1988/89: 1987/88 rate exceeding 17.23%
(c) 1989/90: 1988/89 rate exceeding 27.44%
(d) 1990/91: 1989/90 rate exceeding 39.05%

Section 29.02 All employees defined in Section 27.01 B. above shall have their salary increased for the years 1987/88, 1988/89, 1989/90, 1990/91, through application of the respective Salary Pool of Monies to the Salary System for Bargaining Unit Employees (see Appendix C) with all monies used to raise the dollar value of the Salary System Unit (see MEMORANDUM OF UNDERSTANDING: Application of Salary Pool to Salary System for Bargaining Unit Employees: 1987/88, 1988/89, 1989/90, 1990/91).

ARTICLE XXX

LIFE INSURANCE

Section 30.01 The College shall pay the premium for each employee with One Thousand ($1,000) Dollars of group life insurance for each One Thousand ($1,000) Dollars of employee salary, as determined by the nearest One Thousand ($1,000) Dollars of employee salary on each September 1.

Section 30.02 The group term life insurance is a contract between the Employer and the insurance carrier.

Section 30.03 It is agreed and understood that the Employer does not accept nor is the Employer to be charged with hereby, any responsibility in any manner connected with the determination of liability for payment of life insurance. It is agreed that the Employer's liability shall be limited to properly listing the insured and the payment of premiums.

Section 30.04 The Employer shall have the right to change insurance carriers after consultation with the bargaining agent and provided, further, that such new insurance carrier shall provide equal or improved benefits as set forth in the present Master Group Life Insurance Agreement.

ARTICLE XXXI

HOSPITALIZATION INSURANCE

Section 31.01 The College shall pay the premium up to the maximum indicated below, for a group hospitalization and medical insurance plan providing the agreed upon coverage for each eligible employee and employee's dependents if the employee so elects.

Section 31.02 The hospitalization and medical service plan is in the form of a contract between the Employer and the insurance carrier.

Section 31.03 It is agreed and understood that the Employer does not accept nor is the Employer to be charged with hereby, any responsibility in any manner connected with the determination of liability to any employee claiming under any of the benefits extended by the hospitalization and medical service plan. It is agreed that the Employer's liability shall be limited to properly listing the insured and the payment of premiums as stated above.

Section 31.04 The Employer shall have the right to change insurance carriers after consultation with the bargaining agent and provided, further, that such new insurance carrier shall provide equal or improved benefits as set forth in the Blue Cross/Blue Shield Master Agreement (120 day All-Service Comprehensive Blue Cross. Prevailing Fee 100 with Medical Emergency Blue Shield. Nervous and mental disorders to a maximum of $25,000. Blue Cross/Blue Shield Major Medical $1,000,000.00).

Section 31.05 The College shall pay the premium for a group hospitalization and medical insurance plan except for fifty (50%) percent of annual composite rate premium increase for each employee from 1986/87 allowable (paid in full by College) rate ($1877.27) to:

A. 1987/88: 1986/87 rate exceeding 8.03%
B. 1988/89: 1987/88 rate exceeding 17.23%
C. 1989/90: 1988/89 rate exceeding 27.44%
D. 1990/91: 1989/90 rate exceeding 39.05%

It is agreed that the comparison year for the cost increase calculation runs one year behind the actual year because the new composite rate (for the actual year) may not be available in sufficient time for required Salary Pool calculations. Increased costs not paid by the College shall be a reduction to the Salary Pool.

EXAMPLE:

Composite 1986/87 Hospitalization
Insurance Cost per Employee: $1378.20

Allowable 1986/87
Insurance Cost per Employee: $1877.27

Increased Cost: $0.00
% of Increase: 0.00%
Reduction to 1987/88 Salary Pool: NONE

SUPPOSE 1986/87 composite cost
per employee had been $2050.35

THEN:
- Increased cost: $173.08
- % of Increase: 9.22%
- Reduction to 1987/88 Salary Pool:
  - Amount of Increase exceeding 8.03%: $22.34 (1.19% of $1877.27)
  - Reduction Amount: 1/2 x $22.34 x No. of employees in Salary Pool Calculations

Section 31.06 The Employer shall not act as the carrier for any insurance plan offered to bargaining unit members.

ARTICLE XXXII

DENTAL INSURANCE

Section 32.01 The College shall pay the premium for each eligible employee, for a group dental plan providing 1983-84 levels of benefits for each eligible employee as mutually agreed upon by the parties to this Agreement except for fifty (50%) percent of annual premium increases for each employee from the 1986/87 rate ($110.40) to:

A. 1987/88: 1987/88 rate exceeding 8.03%
B. 1988/89: 1988/89 rate exceeding 17.23%
C. 1989/90: 1989/90 rate exceeding 27.44%
D. 1990/91: 1990/91 rate exceeding 39.05%

All monies necessary to cover the remaining unpaid portions of the premium shall be reductions to the yearly available Salary Pool as defined in Article XXIX, Salaries.

Section 32.02 Within twenty (20) days from the execution of this Agreement, each party shall appoint three (3) representatives who together shall constitute the Dental Plan Committee. The said Committee shall meet at such times as it deems appropriate for the purpose of exploring dental plan alternatives. The Committee's recommendations shall be submitted to the Association and President of the College. The final dental coverage and plan carrier shall be by mutual agreement between the parties to this Agreement.

Section 32.03 The dental plan is a contract between the College and the insurance carrier. No dispute over a claim for any benefits extended by the dental plan shall be subject to the grievance procedure established in this Agreement.

Section 32.04 It is agreed and understood that the College does not accept nor is the College to be charged with hereby, any responsibility in any manner connected with the determination of liability to any employee claiming under any of the benefits extended by the dental plan. It is agreed that the College's liability shall be limited to properly listing the insured and the payment of premiums as stated above.

ARTICLE XXXIII

LIABILITY INSURANCE

Section 33.01 The Employer shall continue to pay the premium for the present liability insurance coverage for each employee.

ARTICLE XXXIV

TRAVEL ALLOWANCE

Section 34.01 Employees who desire to travel to professional meetings, conferences and short duration non-credit courses (one (1) or two (2) days) shall notify their immediate supervisor and upon the supervisor's recommendation, the respective Deans shall determine whether permission to attend such meetings and conferences shall be granted; provided, that an employee who is thus authorized to attend such meetings or conferences shall be reimbursed actual expenses, consistent with Board approved Policy, up to a maximum of two hundred fifty ($250) dollars per fiscal year (except by mutual agreement between employee and approving supervisor and/or Dean for a different amount) which shall include mileage at the rate of twenty ($.20) cents per mile for the use of his or her own automobile.

Section 34.02 It is the intent of the College to provide periodic opportunities for all employees who desire to attend appropriate professional development conferences, seminars, workshops, short non-credit courses, etc. Where annual budget constraints do not allow all such opportunities for otherwise approvable requests, these opportunities shall be periodically and reasonably rotated among employees within each academic Division.

Section 34.03 Any employee who is required by the College to use his or her personal car for College-related business shall be compensated for such use at the rate of twenty ($.20) cents per mile.

Section 34.04 Any employee who is required to use his or her personal car for traveling between regular (not overload) work assignments, shall be compensated for such use at the rate of twenty ($.20) cents per mile provided:

A. Travel is required subsequent to arrival at initial work assignment location as determined by employee's supervisor;

B. Travel is required on a regular basis during a given semester;

C. Monthly travel exceeds twenty-five (25) miles.

Travel reimbursement will be calculated on actual mileage or a fixed total rate established for travel between common locations, at the option of the College.

ARTICLE XXXV

RETIREMENT

Section 35.01 Employees shall retire at the end of the College fiscal year in which they attain the age of seventy (70). The College may extend service beyond age seventy (70) for periods not to exceed one (1) year at any one (1) time. The College agrees to cooperate with employees in assisting them to obtain information on retirement benefits from TIAA-CREF.

ARTICLE XXXVI

TUITION REIMBURSEMENT AND WAIVER

Section 36.01 Employees who enroll in College credit courses directly related to their professional improvement shall be reimbursed for their actual tuition expenses up to one hundred

($100) dollars per credit in 1987/88, one hundred ten ($110) dollars per credit in 1988/89, one hundred fifteen ($115) dollars per credit in 1989/90, one hundred twenty ($120) dollars per credit in 1990/91, as provided herein.

A. The determination of whether the course or courses to be taken are for the employee's professional improvement shall be made by the College.

B. Approval for said course or courses must be obtained through written application to the employee's supervisor, Associate Dean/Dean, and Personnel Office. Failure to obtain required approvals shall preclude reimbursement. Whenever possible, the employee is encouraged to obtain required course(s) approvals prior to enrollment to avoid non-reimbursement due to subsequent non-approval of said course(s); it is understood that a course not having prior approvals as provided herein may be determined ineligible for tuition reimbursement. In the event the employee shall receive a grade of "C" or better or successfully completes an approved course with a grade of "pass" in a pass/fail system, he or she shall submit evidence of such final grade and payment within three (3) weeks of receipt of his or her grade report. The College shall make reimbursement within four (4) weeks of submission if the employee is then in the employ of the College. No tuition reimbursement will be made beyond a period of twelve (12) months from the starting month of the approved course.

Section 36.02 Section 36.01 hereof shall not be applicable to any retrenched employee or employee on sabbatical leave of absence.

Section 36.03 All employees, their dependent children and spouse shall be entitled to a waiver of tuition and lab fees for credit courses taken at the College. It is understood and agreed that the above does not imply waiver of employee responsibility to obtain normal sponsor share (or certification of the same) regularly available to any resident of a sponsor. All employees, their dependent children and spouse, shall be entitled to a waiver of direct instructional costs, and materials and regular lab fees associated with the direct instructional process, for non-credit courses taken at the College. Costs indirectly associated with non-credit College courses shall not be waived. Examples of such indirect costs would include, but not be limited to, personal supplies and materials, kits, permits, park fees, special equipment rental, transportation expenses, lodging, reservations, food, licenses, and guides.

A. Employees who are not on leave of absence shall be entitled to a waiver of tuition, as in this Section provided, for two (2) credit courses per semester. There shall be no restrictions on the number of non-credit Williamsport Area Community College courses a full-time employee takes per semester.

B. Courses in which an employee enrolls hereunder shall be taken outside of employee's regular working hours.

Section 36.04 Minor children and the spouse of a deceased employee (death occurring while a College employee) shall be granted a waiver of tuition and lab fees consistent with the conditions of Section 36.03. Such waiver shall continue for five (5) years or until the student is of age twenty-one (21), whichever is later.

ARTICLE XXXVII

RETRAINING/UPGRADING LOAN FUND

Section 37.01 The College will establish a Retraining/Upgrading Loan Fund for the purpose of faculty retraining, upgrading, or preparation to teach in another academic discipline approved by the College, to enable the employee to remain current in his or her discipline or prepare for a new or different discipline important to the College.

A. The College will budget $4000 in 1984/85, $8000 in 1985/86, and (beginning in 1986/87) $10,000 each year thereafter for the Retraining/Upgrading Loan Fund. These funds will be in addition to those already allocated for travel and professional development. Any annually budgeted loan funds remaining at each years' end will be added to the next years' loan fund budget subject to a maximum annual beginning balance for the Loan Fund (commencing each July 1) of $30,000.

B. Individual faculty loans from the Loan Fund will not exceed two thousand ($2000) dollars in any one year. The minimum faculty loan will be five hundred ($500) dollars.

C. Applications for Retraining/Upgrading Loan Funds shall be submitted to Academic Affairs at least thirty (30) days prior to the beginning of the activity for which the funds are being requested. Earlier submission will assist in the establishment of priorities for limited funds. The application shall include the same information (as appropriate) required for a sabbatical leave. Approval of loan applications will be at the discretion of the College.

D. If a loan recipient returns to the College following the end of the school year in which the funded activity was approved, the loan will be forgiven fifty (50%) percent at the end of the first (1st) academic year of full-time service, and an additional fifty (50%) percent at the end of the second (2nd) year of full-time service. If a loan recipient does not return to full-time service at the College, the loan must be repaid with interest calculated at the prime rate of interest in effect at the date of the funded activity. Similarly, if the borrower leaves the service of the College before the end of two (2) full years of full-time service, subsequent to the end of the year in which the funded activity was approved, the borrower must repay a fraction proportionate to the full-time service remaining to accomplish the forgiveness of the loan plus interest beginning at the time of cessation of service from the College. All loan repayments must be complete within two (2) years of cessation of employee service.

E. A joint College-Association Committee will be established to review and comment on employee loan fund applications (consistent with Retraining/Upgrading Loan Fund objectives, intent and guidelines) and to share accurate information regarding application outcomes. This committee will also review (at least annually) a comprehensive listing of approved professional development opportunities and share accurate information regarding the scope and distribution of these College supported development opportunities for employees.

ARTICLE XXXVIII

DISABILITY INCOME PROTECTION

Section 38.01 The College shall pay the premium for a group total disability income protection plan (similar to the present plan) providing to each eligible employee a monthly income benefit level of 60% of covered monthly salary to a maximum of $4,500 per month and including a disability income rider (three (3%) percent annual increase for those on total disability).

ARTICLE XXXIX

NO DISCRIMINATION

Section 39.01 The parties to this Agreement agree to the concept and practice of equal opportunity for employment and achievement without discrimination because of race, color, creed, political affiliation, national origin, sex, age, or handicap and shall take such steps as may be necessary to insure compliance.

ARTICLE XL

PRINTING OF AGREEMENT

Section 40.01 The Association and the College agree to print copies of this Agreement promptly; and each party shall pay its proportionate share of the cost of such printing based upon the number of copies it orders.

ARTICLE XLI

MISCELLANEOUS

Section 41.01 Part-time employees shall include teachers, counselors, and librarians who are employed on an hourly or credit hour basis, rather than on a full-time basis.

Section 41.02 Full-time DC teachers shall be on duty during registrations. They shall be available at their offices for consultation whenever required unless there is a need to assign them to a registration area. Full-time teachers who are scheduled to teach Lifelong Education may be required to attend Lifelong Education registration for one (1) day each semester.

Section 41.03 Employees may be requested to act as sponsors of and advisors to student clubs and organizations; provided, that they shall not be required to chaperone social functions of such clubs and organizations nor provide custodial services when such functions are held.

Section 41.04 As the College is built, the Employer shall make all reasonable efforts to provide adequate facilities, heating, cooling, lighting, and ventilation in instructional areas, including shared offices and desks for the teaching faculty. Employees shall not be required to work under continuing conditions of environmental extremes seriously disruptive to the educational process. A resulting need for modification in class or work scheduling shall occur with the concurrence of the appropriate supervisor. The College shall continue to provide each employee with adequate office equipment in order to enable the employee to carry out his or her duties. The Employer shall also make all reasonable efforts to provide adequate parking facilities for the use of the teaching faculty.

Section 41.05 Employees shall have the privilege of purchasing professional supplies and books for their personal use from existing stocks of the College's book store, at fifteen (15%) percent discount from the regular purchase price.

Section 41.06 Employees who expect to be absent from their employment shall, as early as possible, notify their immediate supervisor.

Section 41.07 Employees may elect to be paid bi-weekly over twelve (12) months or bi-weekly for the duration of their current employment; provided, that they may choose to pick up their paychecks at the College or have them mailed to their homes or authorize participation in the College's direct bank deposit plan. Employees electing to be paid bi-weekly over twelve (12) months shall be paid in twenty-six (26) installments beginning with the first (1st) bi-weekly pay date for their current term of employment. The number of bi-weekly installments shall change from twenty-six (26) to twenty-seven (27) during a work year in which the first (1st) regular bi-weekly pay date precedes the first (1st) day of the term of employment by seven (7) or more calendar days. The intent of the above is to provide for uninterrupted bi-weekly pays while periodically and automatically adjusting for unearned salary.

Section 41.08 Employees' salaries shall be evenly distributed over the number of pay days during the term of employment.

Section 41.09 Employees shall have access without charge to the dispensary, which shall open from 8:00 a.m. to 4:00 p.m., Monday through Friday, during work days in the academic year. There shall be at least one (1) registered nurse available at the said dispensary during the hours at which it is open.

Section 41.10 In the event an employee is called in to help with the Diagnostic Program during the summer, he shall be paid thirteen ($13) dollars per hour.

Section 41.11 During the normal work year, employees shall attend all institution-sponsored functions such as convocations, college commencement, registrations (except as otherwise provided in this Agreement), orientations, staff development, institutional and divisional meetings, program advisory committee meetings and Open House; provided, however, that the respective Deans and Division Directors shall designate on a fair and reasonable basis which employees shall be present on campus for orientations, staff development, program advisory committee meetings and Open House; and provided, further, that SVP faculty shall not be required to attend college commencement or college convocation.

Section 41.12 The "academic year" as used in this Agreement shall be concurrent with the employee's term of employment as designated in Article XII hereof.

Section 41.13 Teaching faculty shall have an opportunity to express preference for semester (fall and spring) course assignments and teaching schedules and shall receive feedback regarding the feasibility of their requests. Faculty preference shall be reasonably accommodated, to the extent feasible, recognizing the College's responsibility to provide instructional excellence for all classes offered. Faculty within each Division may volunteer to assist the Division Director (or his designee) in the coordination/development of schedules and teaching assignments for the semester. The College shall make the final schedule determination and final teaching assignments.

Section 41.14 Teaching faculty shall be notified in writing of their tentative course assignments and teaching schedule at least eight (8) weeks prior to the beginning of a semester (fall and spring); provided that the foregoing shall not be applicable to part-time and/or overloads, Lifelong Education, or Summer or other special Terms. Tentative course assignments and schedule will not be changed for arbitrary reasons but may be modified if required by reason of academic necessity or by mutual agreement of the employee and employer. Primary reasons of academic necessity include instructional coverage of all classes offered, changes in projected/actual student enrollment, unresolved retrenchments, unanticipated staff resignations/terminations, or unanticipated receipt of external grants/funding for special projects.

Section 41.15 The College shall permit the installation of a separate telephone for the employee who is the President of the Association, or his or her designee; provided, that the expense of installation and all charges relating to the use of such telephone shall be at the sole expense of the Association. The College shall make reasonable efforts to arrange that the office of the employee who is President of the Association be available for his or her exclusive use and not be shared with other employees.

Section 41.16 The regular College work day shall commence at 8:00 a.m. and end at 10:00 p.m. unless specialized facilities (such as welding instruction) require that classes be held beyond or before the above hours.

Section 41.17 Any reduction in salary, shall be computed as follows:

A. One hundred seventy-two (172) day employee - 1/172nd of salary per day.

B. One hundred eighty-five (185) day employee - 1/185th of salary per day.

Section 41.18 The maximum workload of Chairman of the Faculty shall be reduced by three (3) credit hours or five (5) contact hours per semester, as applicable.

Section 41.19 All full-time employees shall be given schedule and course preference over part-time employees, to the extent feasible, recognizing the College's responsibility to attempt to engage the most qualified teacher available and provide instructional excellence for all classes scheduled and/or offered. It is understood and agreed that the College shall make the final schedule determination and final selection of the persons who shall teach such courses.

Section 41.20 Employees shall have use, at mutually agreeable times, of College equipment in their work area for appropriate projects as determined by the Division Director or the Dean of Academic Affairs (or his or her designee). Said projects are to maintain, improve, or develop skills and competencies necessary for performance of duties and responsibilities within employee's work area.

Section 41.21 Employees shall not be required to perform or supervise major repairs on instructional equipment not related to program instructional objectives.

Section 41.22 Employees serving in a faculty facilitator position shall not have supervisory duties or responsibilities over bargaining unit employees.

Section 41.23 Employees shall be notified, through regular Divisional communications or meetings, of Divisional full-time and part-time teaching opportunities beyond those addressed elsewhere in this Agreement. Where two (2) or more employees are best and equally qualified in the Employer's judgment to perform said employment, the Employer shall rotate the opportunities among such employees. In instances of full-time and part-time non-teaching opportunities, the Employer shall make the determination of the person best qualified and able to execute the duties and responsibilities of said employment opportunity.

ARTICLE XLII

MAINTENANCE OF MEMBERSHIP

Section 42.01 All employees who are members of the Association, and who are in a position represented by the Association, shall be required, as a condition of continued employment, to maintain their membership in the Association to the extent of payment of lawful dues and assessments levied by the Association, for the duration of this Agreement; provided, that any such member may resign from the Association during a period of fifteen (15) days prior to the termination of this Agreement.

Section 42.02 The Employer shall not dismiss any employee who fails to comply with this Article unless requested in writing by the Association. The Association shall indemnify the Employer against any and all claims resulting from such dismissal.

ARTICLE XLIII

INVALIDITY

Section 43.01 In the event the provisions contained in Articles II, III, V, VI, VII, XVIII, XXIV, XXV, XXXV, XXXVI and

XLIII or any of them, shall be held by a court of competent jurisdiction to be contrary to law, the parties shall promptly meet to consider what changes, if any, shall be substituted therefor, and shall be guided by the principle of varying as little as possible from the invalid provision. If they shall fail to agree after a reasonable period of negotiations, the issue shall be referred to binding arbitration, within the principles of Article VI, Section 6.03, Step 4 A. through F., and the arbitrator shall be guided by the principle herein stated.

ARTICLE XLIV

DURATION OF AGREEMENT

Section 43.01 Except as otherwise provided herein, this Agreement shall take effect on August 17, 1987 and continue in full force and effect until Midnight of the day prior to fall DC convocation, 1991, and shall be automatically renewed from year to year thereafter unless either party shall serve written notice by registered or certified mail on the other party of its desire to terminate, modify or amend this Agreement, such notice to be served no later than one hundred seventy-two (172) calendar days prior to the College's budget submission date (the first Monday in March) so as to permit the parties to conform to the provisions of Act 195.

This AGREEMENT signed at Williamsport, Pennsylvania, the fourth (4th) day of May, 1987.

WILLIAMSPORT AREA
COMMUNITY COLLEGE

By: Robert L. Breuder
Robert L. Breuder
President

By: Kathryn W. Lumley
Kathryn W. Lumley
Chairman - Board of
Trustees

By: Robert G. Bowers
Robert G. Bowers
Chief Negotiator

WILLIAMSPORT AREA COMMUNITY
COLLEGE EDUCATION ASSOCIATION

By: Victor A. Michael
Victor A. Michael
President

By: Richard M. Sweeney
Richard M. Sweeney
Secretary - Board of
Directors

By: Carl M. Hillyard
Carl M. Hillyard
Chief Negotiator

RELATED AGREEMENTS

MEMORANDUM OF UNDERSTANDING

Application of Salary Pool to Salary System for Bargaining Unit Employees: 1987-88, 1988-89, 1989-90, 1990-91

BACKGROUND

Article XXIX provides for increased employee compensation for the years 1987-88 through 1990-91 via application of the Salary Pool of Monies to the Salary System (see Appendix C). This document indicates the agreement by the College and the Association with respect to the implementation details.

A. Base Salaries

1. The Salary System base salaries are fixed during the duration of this Agreement at the following amounts:

Employee Category	1987-1991 Base Salary
172 day	$16,109
185 day	$17,327

B. Employee Unit Determination

Annual updating of employee unit determination is provided for within the Salary System.

C. Distribution of Salary Pool Monies

1. Following the final determination of the total available salary pool of monies the Salary Pool will be distributed through increasing the dollar value of the Salary System Unit to its maximum fundable amount each year of this Agreement.

EXAMPLE:

The following example illustrates the results of the distribution procedure. It also provides estimates of total units earned by employees and the new unit value for each year of this Agreement. The example is based upon actual projections (April, 1987) calculated for 160 employees with 1986/87 total salaries of $4,411,259 and total weighted units of 4,483. (Units are weighted for 185 day employees by the factor 1.07558.) The 1986/87 minimum unit value was $395.23. Other assumptions are stated within the example.

YEAR 1: 1987/88 (N=160)

Available Money:

6.75% x $4,411,259 = $297,760
160 x $350 = 56,000
$353,760

(Zero reduction assumed for hospitalization-dental cost-sharing)

Distribution:

Projected total weighted units: 4,665
Projected unit value: $ 463.25
Projected total salaries: $4,765,012
Projected Average Salary: $ 29,781

YEAR 2: 1988/89 (N=160)

Available Money:

7.00% x $4,765,012 = $333,551
160 x $450 = 72,000
$405,551

(Zero reduction assumed for hospitalization-dental cost-sharing)

Distribution:

Projected total weighted units: 4,811
Projected unit value: $ 533.65
Projected total salaries: $5,170,572
Projected Average Salary: $ 32,316

YEAR 3: 1989/90 (N=160)

Available Money:

7.00% x $5,170,572 = $361,940
160 x $550 = 88,000
$449,940

(Zero reduction assumed for hospitalization-dental cost-sharing)

Distribution:

Projected total weighted units: 5,011
Projected unit value: $ 602.19
Projected total salaries: $5,620,510
Projected Average Salary: $ 35,128

YEAR 4: 1990/91 (N=160)

Available Money:

7.25% x $5,620,510	= $407,487
160 x $650	= 104,000
	$511,487

(Zero reduction assumed for hospitalization-dental cost-sharing)

Distribution:

Projected total weighted units:	5,205
Projected unit value:	$ 677.96
Projected total salaries:	$6,131,989
Projected Average Salary:	$ 38,325

EFFECTIVE DATE - The parties agree that this Memorandum of Understanding - Application of Salary Pool to Salary System for Bargaining Unit Employees: 1987-88, 1988-89, 1989-90, 1990-91, shall be effective as of August 17, 1987, and shall not terminate until the collective bargaining Agreement negotiated in 1987, as provided in Article XLIV of the Agreement.

This Memorandum of Understanding - Application of Salary Pool to Salary System for Bargaining Unit Employees: 1987-88, 1988-89, 1989-90, 1990-91, signed at Williamsport, Pennsylvania, the fourth (4th) day of May, 1987.

WILLIAMSPORT AREA
COMMUNITY COLLEGE

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Robert L. Breuder
President

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Kathryn W. Lumley
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Richard M. Sweeney
Secretary - The
Representative Council

By: Carl Hillyard
Carl H. Hillyard
Chief Negotiator

MEMORANDUM OF UNDERSTANDING

Grant/Contract Positions

BACKGROUND

The representatives of The Williamsport Area Community College and The Williamsport Area Community College Education Association, during the 1979 contract negotiations, discussed the inclusion of certain grant/contract positions (defined herein) in the bargaining unit. The discussions resulted in an agreement by the parties to clarify certain areas of employment conditions for said positions. This clarification is set forth in this Memorandum of Understanding and represents the only modifications of contract which affect the individuals so categorized.

The Williamsport Area Community College, hereinafter referred to as "College" and The Williamsport Area Community College Education Association, hereinafter referred to as "Association" agree on the following modification of terms and conditions of employment for grant/contract positions:

DEFINITIONS

GRANT/CONTRACT POSITIONS - Temporary full-time teaching faculty, counselors and librarians working in a program in excess of sixteen (16) weeks established for a specific period of time and wholly or partially funded by state, federal or private grants or contracts.

A. TERM OF EMPLOYMENT - As specified in the grant.

B. PROBATIONARY EMPLOYMENT

1. Length of grant/contract and any renewal thereof. However, after three (3) calendar years of employment, notwithstanding any other provisions of this Memorandum, if the employee is terminated for just cause, the provisions of Article VI of the collective bargaining Agreement shall be available to the employee except if the termination is due to expiration of the grant or contract from the date of hire.

2. In the event a grant/contract position is considered (initially or subsequently) by the College as a permanent full-time bargaining unit position, the following will apply.

(a) If the duties and responsibilities of the grant/contract position and work area are the same, then Article XIII applies from the date of hire.

(b) If the duties and responsibilities of the grant/contract position and work area are not the same, then Article XIII of the collective bargaining Agreement applies from the date of transfer to a permanent full-time bargaining unit position.

C. NOTICES OF APPOINTMENT - Two (2) weeks following final grant/contract approval.

D. RETRENCHMENT - Grant/contract employees shall be the first employees retrenched if assigned a work area and provided an employee in the work area has the present qualifications and ability to perform with skill and competence the duties and responsibilities of the grant/contract position as set forth in the current job description.

E. RECALL - A bargaining unit employee, who accepts a grant/contract position, shall have the right to return to his or her former work area from which he or she was retrenched over full-time new hires; provided, the employee has notified the College of his or her desire for the prior job. A rejection of the position will terminate the said employee's job preference.

F. BARGAINING UNIT VACANCIES - The College shall give preference to the written request of grant/contract employees to transfer to a regular full-time job vacancy over new hires. The College will consider present qualifications, skill, ability and competence in filling the vacancy. Such transfer shall be at the option of the College.

G. SALARY

1. Base Salary - Any employee holding a grant/contract position shall be paid in accordance with the grant or contract.

2. Pay Increases - As negotiated for all applicable bargaining unit members.

H. WORK LOAD - As specified in the job description but the normal work week shall not exceed thirty-seven and one-half (37 1/2) hours, excluding lunchtime. In the event an employee is assigned work in excess of thirty-seven and one-half (37 1/2) hours, the employee shall receive compensatory time off in an amount equal to the amount of time so worked. The Employer and the employee shall mutually agree when such compensatory time off may be taken.

I. EFFECTIVE DATE - The parties agree that this Memorandum of Understanding - Grant/Contract Positions, shall be effective as of August 20, 1979, and shall not terminate until the collective bargaining Agreement negotiated in 1987 as provided in Article XLIV of the Agreement.

This Memorandum of Understanding - Grant/Contract Positions, signed at Williamsport, Pennsylvania, the 4th day of May, 1987.

WILLIAMSPORT AREA
COMMUNITY COLLEGE

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Robert L. Breuder
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Kathryn W. Lumley
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Representative Council

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Carl H. Hillyard
Chief Negotiator

MEMORANDUM OF UNDERSTANDING

Defining "Specialty skills" as that term is used in Section 18.03 of the Agreement

Specialty skills shall be defined as competencies developed by instructors within a work area which enable the faculty member to instruct the courses in a program designed to provide specific technical specialties to students within the general curriculum of the work area. These skills shall further be defined as those requiring extensive training, development, and/or formalized education beyond that which is necessary to instruct the non-specialized courses within the work area. It is understood that in no event shall minimal technical updates to the professional's competencies be defined as a specialty skill; these would include the casual and/or part-time upgrading of competencies which could be accomplished while teaching the course or take no more time to develop than that which is available between the spring and fall term, a period of two (2) to three (3) months. A current example of a specialty skills area would be Laser Electronics in the electronics work area as opposed to the current use of computer estimating in the carpentry and masonry work area which is a minor technical upgrading.

If this clause becomes the subject of a dispute between the parties, the definition shall be subject to the conditions cited above as well as clarified on a case-by-case basis by a recognized expert within the technical field involved. The selection of such an individual shall be by mutual agreement of the College and the Association.

EFFECTIVE DATE - The parties agree that this Memorandum of Understanding - Defining "Specialty skills" as that term is used in Section 18.03 of the Agreement shall be effective as of August 17, 1987, and shall not terminate until the collective bargaining Agreement negotiated in 1987, as provided in Article XLIV of the Agreement.

This Memorandum of Understanding - Defining "Specialty skills" as that term is used in Section 18.03 of the Agreement, signed at Williamsport, Pennsylvania, the 4th day of May, 1987.

WILLIAMSPORT AREA
COMMUNITY COLLEGE

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Robert L. Breuder
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Kathryn W. Lumley
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Representative Council

By: Carl Hillyard
Carl H. Hillyard
Chief Negotiator

MEMORANDUM OF UNDERSTANDING

Continued Discussions

Concurrent with the signing of the 1987-91 collective bargaining Agreement, the parties will initiate creation of a committee comprised of individuals representing the Association and the College. The purpose of the committee is to discuss principles involving work load, lecture-lab hour ratios and related responsibilities, curriculum and grant writing, professional development, and the assignment of work area inventories to faculty.

The committee shall discuss the subjects in the order as they are listed in the above paragraph. The committee shall be allotted no more than one year beginning September 1, 1987 to either reach mutual recommendations of each item which can be presented to both the College Board of Trustees and the Williamsport Area Community College Education Association general membership for ratification to amend the current College bargaining Agreement or not to do so.

The College and the Association will pursue in good faith the discussion of these topics. During this process, the committee membership may be changed by either party to facilitate the discussions. The recommendations, if ratified, will become part of this collective bargaining Agreement and shall have full force and effect from the date of such ratification and be subject to the grievance procedure herein.

EFFECTIVE DATE - The parties agree that this Memorandum of Understanding - Continued Discussions shall be effective as of August 17, 1987, and shall not terminate until the collective bargaining Agreement negotiated in 1987, as provided in Article XLIV of the Agreement.

This Memorandum of Understanding - Continued Discussions signed at Williamsport, Pennsylvania, the 4th day of May, 1987.

WILLIAMSPORT AREA
COMMUNITY COLLEGE

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Robert L. Breuder
President

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Kathryn W. Lumley
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Victor A. Michael
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Richard M. Sweeney
Secretary - The Representative Council

By: Carl Hillyard
Carl H. Hillyard
Chief Negotiator

APPENDIXES

APPENDIX A

FORMAT FOR FILING A GRIEVANCE

WILLIAMSPORT AREA COMMUNITY COLLEGE

TO: ______________________ ______________________
(Name of Person Appealed To) (Position)

Date of Receipt and Initials of Person Appealed to: ________

FROM: ______________________ ______________________
(Name of Grievant) (Position)

______________________ ______________________
(Signature of Grievant) (Date)

CHECK ONE: ___ Step 1 Grievance: Date of previous meeting for resolution at informal level ________

___ Step 2 Grievance

___ Step 3 Grievance

GRIEVANCE: (Statement of Grievance shall make reference to specific Sections of the Agreement that are alleged to have been misinterpreted or misapplied.)

REMEDY REQUESTED:

c: Executive Assistant for Internal Affairs
Dean of Academic Affairs
President, W.A.C.C.E.A.
Vice-President, W.A.C.C.E.A.
PSEA Uniserv Representative

APPENDIX B

FORMAT FOR RESPONDING TO A GRIEVANCE

WILLIAMSPORT AREA COMMUNITY COLLEGE

TO: ______________________ ______________
(Name of Grievant) (Position)

FROM: ______________________ ______________
(Name of Person Appealed To) (Position)

______________________ ______________
(Signature) (Date)

CHECK ONE: ___ Step 1 Response

___ Step 2 Response

___ Step 3 Response

Pursuant to Grievance Step indicated above, a meeting was held on

____

Those present were: ______________________________

____

Summary of Grievance:

Remedy requested by the Grievant:

Position of the Respondent:

Disposition of Grievance: (A. affirmed, B. an offer of compromise with stated terms, or C. denied)

c: Executive Assistant for Internal Affairs
Dean of Academic Affairs
President, W.A.C.C.E.A.
Vice-President, W.A.C.C.E.A.
PSEA Uniserv Representative

APPENDIX C

SALARY SYSTEM FOR BARGAINING UNIT EMPLOYEES

Effective - August 18, 1980

Amended - July 15, 1981, September 6, 1984, May 4, 1987

The Salary System is a two-(2) dimensional step system with the vertical steps representing teaching and trade experience and the horizontal steps representing educational preparation. For each cell of the resulting matrix, a "unit" number is determined, which in turn is translated into appropriate dollar amounts to be added to a predetermined base salary for each bargaining unit employee.

The basic categories recognized in this Salary System include:

1. Teaching Experience (vertical step)
2. Valid Trade/Technical/Professional Experience (vertical step)
3. Active Duty Military Experience (vertical step)
4. Formal Educational Degrees and Recognized Vocational Certificates and Credits (horizontal step)
5. Technical/Professional Workshops equated to credit equivalents (horizontal step)

A. Vertical Step Determination

1. Teaching Experience (counseling/library experience for counselors/librarians respectively)

(a) W.A.C.C.-W.T.I. full-time teaching experience

- (i) Up to 14 years: 1 year = 1 step
- (ii) Beyond 14 years: 1 year = 1/2 step

(b) Non W.A.C.C.-W.T.I. full-time teaching experience

- (i) Up to 6 years: 1 year = 1 step
- (ii) Beyond 6 years up to 14 years: 1 year = 1/2 step
- (iii) Beyond 14 years: None

2. Valid Trade/Technical/Professional Experience

Validity of full-time experience as it relates to faculty responsibilities is validated by appropriate Director and Dean.

(a) Valid Trade/Technical/Professional Full-time Experience

- (i) Up to 6 years: 1 year = 1 step
- (ii) Beyond 6 years up to 14 years: 1 year = 1/2 step
- (iii) Beyond 14 years: None

3. Active Duty Military Experience

A maximum of four (4) years is allowed unless it can be validated for Category 2. above. Military experience cannot be counted twice by application to both Category 2. and 3.

(a) Military Experience

(i) Up to 4 years: 1 year = 1/2 step

(ii) Beyond 4 years: None (unless utilized for Category 2.)

B. Horizontal Step Determination

4. Formal Educational Degrees and Recognized Vocational Certificates and Credits

(a) All formal educational degrees and credits must be validated from a recognized and accredited institution of learning. (Regional Accrediting Associations)

(b) Degrees and recognized vocational certificates are equated to credits normally required and used in determining total educational credits as follows:

(i) Trade/Technical faculty are required to complete the trade competency exam. Successful completion of trade competency exam equals thirty (30) credits. These credits may be used once in calculations and not allowed when required for degree or certificate. If the trade competency exam is not required for degree or certificate, the thirty (30) credits for successful completion will be added to the appropriate degree or certificate credit value.

(ii) Formal degrees and recognized vocational certificates are assigned the following minimum value based upon "normal" requirements. If the degree earned, as listed, required more than the number of credits indicated, the employee, upon formal documentation, will be allowed those additional required credits over the listed minimum up to a maximum of twenty (20) additional credits:

One-year certificate	20 credits
Vocational Intern (required trade competency)	30 credits
Two-year certificate	45 credits
Associate Degree	60 credits
Vocational I (60 technical and 18 formal)	78 credits
Bachelor's Degree	120 credits
Vocational II (Permanent certification; 60 technical and 60 formal)	120 credits
Master's Degree (120 + 30)	150 credits
Master's Equivalency	150 credits
Earned Doctorate (120 + 90)	210 credits

Upon formal completion and award of the Master's Degree (not Master's Equivalency) and upon formal completion and award of the earned Doctorate Degree, the employee will be granted fifteen (15) bonus credits (each) in addition to the credits listed above. These bonus credits are in addition to, and not part of, the allowable credits defined above.

(iii) An individual will receive the credits for only the single highest degree or vocational certificate earned.

(iv) All formal educational credits earned subsequent to the completion of the highest degree or vocational certificate in a program of study are equated to the number of credits earned; e.g., a 5-credit trade and job analysis course = 5 credits. However, the earned credits may not exceed the number listed as the minimum for the next educational level (e.g., Associate Degree plus sixty (60) more allowable credits), and the credits must be approved by the appropriate Director and Dean as relating to either the individual's plan of study or the improvement of the individual's professional credentials in the same manner that a formalized degree would provide. Approval of formal credits, not directly related to the employee's current work assignment, but for the employee's personal or professional development, will be approved up to twenty (20%) percent of the total credits earned subsequent to completion of the highest degree or certificate.

5. Technical/Professional Workshops equated to credit equivalents.

(a) Technical/Professional Workshop Experiences (seminars, workshops, conferences, planned professional development activities including on-campus development programs) are equated to credit equivalents as follows:

(i) The Technical/Professional Workshop Experience must be directly related to the employee's professional improvement. The Workshop Experience must be organized for instructional purposes and not for the sale or promotion of a vendor's products. The determination of whether the Workshop Experience is appropriate for the employee's professional improvement shall be made by the appropriate Director and Dean in consultation with the faculty member. The determination and resulting approval must be obtained prior to the Workshop Experience.

(ii) Professional Workshop Experiences are equated to credit equivalents using thirty-two (32) hours equal to one (1) credit equivalent. The credit equivalents are used as "credits" described above in the Salary System with a total maximum of sixty (60) Technical/ Professional Workshop Experiences credit equivalents allowed. The sixty (60) Technical/Professional Workshop Experiences credit equivalents are in addition to and not part of the allowable credits defined in Section B.4.(b)(iv).

(iii) Consideration for approval will be given to only those Workshop Experiences not recognized or credited elsewhere in the Salary System.

(iv) No Workshop Experiences was given consideration prior to January 1, 1974.

OTHER ASSUMPTIONS AND CONSIDERATIONS

A. An individual is placed on the appropriate Salary System Matrix (see pp. xvii - xxi) by determining his or her vertical step total (Category 1, 2, and 3) and by determining his or her horizontal step total (Category 4 and 5). The individual "unit" total is then read from the appropriate matrix cell. When the vertical OR horizontal TOTAL value is calculated to include a fraction, it is understood that .5 or more will be rounded up to the next integer value, while less than .5 will be dropped.

B. Newly hired personnel will be paid on the basis of the appropriate "unit" value for which they qualify.

C. All existing bargaining unit employees will also be paid according to the current Salary System subject to negotiated minimum and maximum raises (in any one year).

D. The "unit" will have a negotiated dollar value associated with it which will be added to a negotiated base salary to determine an individual's annual salary. Annual salaries will also be related to required number of work days (a per-diem system).

E. Work or life experience gained during summer months may be translated into credits (where appropriate) via an accredited four-year educational institution such as The Pennsylvania State University.

F. Recognized and documented life/work experience at W.A.C.C. will be counted as credits.

G. Approval and/or validation by the appropriate Director and Dean is called for in several instances within the Salary System. If the individual employee is in disagreement with the decision rendered by the Director and Dean in any of these instances, the employee may appeal the decision to a Joint College-Association Salary Committee. The decision of this committee will be final and not subject to the contractual grievance procedure. This committee, in reviewing the appeal of the employee, will focus its attention upon the following:

1. Past approval of similar requests.

2. Consistency with credits given for courses taken in fulfilling degree programs (where credit is at issue).

3. Relationship of employee's request with regard to his or her work area responsibilities.

4. Validation of completion of professional experience, credits, technical/professional workshops, etc., under consideration.

The Joint College-Association Salary Committee will consist of three (3) members appointed by the College and three (3) members appointed by the Association, plus a Chairperson. The Joint Committee will select the Chairperson from either the Committee membership or from the College employees at large. If the Chairperson is selected from the six (6) appointed Committee members, the appropriate body (College or Association) shall name an additional member to re-establish the three-three (3-3) representation. The Chairperson will participate in Committee discussions and deliberations but will vote only in case of a tie.

H. Six (6) credits will be granted, for Salary System purposes ONLY, for the Observation and Practice Teaching Component of the Vocational I Certification process under the following conditions:

1. The six (6) credits are available only to persons who have completed all requirements for Vocational I except the six (6) credits for observation and practice teaching.

2. The individual under consideration must have successfully completed the three (3) year probationary period at W.A.C.C. in a trade work area.

3. The six (6) credits when granted are for Salary System calculations ONLY and have no implications on formal State Certification for Vocational I.

4. The six (6) credits are not available to anyone who has earned seventy-eight (78) or more credits.

5. The six (6) credits are available only to persons unable to formally enroll in the appropriate Penn State course due to assignment to postsecondary instruction.

I. Annual updating of completed employee information regarding the Salary System is required for salary determination for the following year. It is understood that an employee must complete and submit a salary system update form annually providing validation and documentation information as appropriate; failure to do so may result in a salary increment for the following year based solely upon additional College work experience. The burden of validation and documentation rests with the employee.

J. Effective August 17, 1987, the annual Salary System update process will begin in December with the distribution of appropriate information, update forms and scheduled deadlines. The update process will recognize work of the employee which is fully complete prior to December 31 of the current academic year; the one exception to this rule is full recognition of additional College work experience for the entire academic year. In order to complete the entire update process and new salary calculations prior to the issuing of notices of reappointment (April 1), all employee update validation/documentation information must be received by the Personnel Office on or before February 15 of each year; exceptions to this deadline cannot be made.

K. Employees will be given the opportunity to review their newly calculated number of units. Prior to annual implementation of the Salary System, a final determination of units earned by each employee will be calculated by the Joint College-Association Salary Committee. Once the determination has been finalized, employees will be unable to request modification of those unit values reflecting past validated experience and credentials.

L. All references to educational credits in the Salary System are assumed to be semester credits. Quarter system credits will be evaluated as two-third (2/3) semester credits.

M. Equivalency standards for the trade competency in S&O will be developed by the College prior to the implementation of the Salary System. Development of the equivalency conditions will include input from the S&O program staff and director, appropriate trade advisory group(s), and the Pennsylvania State University.

N. The initial implementation of the Salary System was prior to February 1, 1981.

O. The Joint College-Association Salary Committee shall review annually the implementation and operation of the System and upon agreement of at least five (5) of six (6) Committee members (Chairperson not voting) shall make those minor adjustments or revisions to the System which it deems appropriate for the equitable, effective, and efficient operation of the System. It is the intent of the above to provide for necessary fine-tuning of the System not to alter significantly the basic structure of the System. The decisions of the Committee, as described above, will be final and not subject to the contractual grievance procedure.

P. The original Salary System Matrix was modified during Negotiations, 1987, reducing the number of experience steps from 25 to 20 over the period 1987/88 through 1990/91. The original and four modified versions of the Salary System Matrix are shown, with their respective effective dates, on the following pages (xvii through xxi).

SALARY SYSTEM MATRIX

EFFECTIVE: 1980/81 THROUGH 1986/87

Educational Preparation Steps

Experience Steps	0	1 - 14	15 - 29	30 - 44	45 - 59	60 - 74	75 - 89	90 - 104	105 - 119	120 - 134	135 - 149	150 - 164	165 - 179	180 - 194	195 - 209	210 - 224	225 - 239	240 - 254	255 - 269	270 - 284	285 - 299
0	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
1	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
2	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22
3	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23
4	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
5	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25
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21	15	16	18	19	21	22	24	25	27	28	30	31	33	34	35	36	37	38	39	40	41
22	15	17	18	20	21	23	24	26	27	29	30	32	33	35	36	37	38	39	40	41	42
23	16	17	19	20	22	23	25	26	28	29	31	32	34	35	37	38	39	40	41	42	43
24	16	18	19	21	22	24	25	27	28	30	31	33	34	36	37	39	40	41	42	43	44
25	17	18	20	21	23	24	26	27	29	30	32	33	35	36	38	39	41	42	43	44	45

SALARY SYSTEM MATRIX

EFFECTIVE: 1987/88

Educational Preparation Steps

Experience Steps	0	1 - 14	15 - 29	30 - 44	45 - 59	60 - 74	75 - 89	90 - 104	105 - 119	120 - 134	135 - 149	150 - 164	165 - 179	180 - 194	195 - 209	210 - 224	225 - 239	240 - 254	255 - 269	270 - 284	285 - 299
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3	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23
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7	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27
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9	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29
10	9	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
11	10	11	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
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23	16	17	19	20	22	23	25	26	28	29	31	33	35	36	37	38	39	40	41	42	43
24	17	18	20	21	23	24	26	27	29	30	32	34	36	37	38	39	41	42	43	44	45

SALARY SYSTEM MATRIX

EFFECTIVE: 1988/89

Educational Preparation Steps

Experience Steps	0	1 - 14	15 - 29	30 - 44	45 - 59	60 - 74	75 - 89	90 - 104	105 - 119	120 - 134	135 - 149	150 - 164	165 - 179	180 - 194	195 - 209	210 - 224	225 - 239	240 - 254	255 - 269	270 - 284	285 - 299
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23	17	18	20	21	23	24	26	27	29	30	32	34	36	37	38	39	41	42	43	44	45

SALARY SYSTEM MATRIX

EFFECTIVE: 1989/90

Educational Preparation Steps

Experience Steps	0	1 - 14	15 - 29	30 - 44	45 - 59	60 - 74	75 - 89	90 - 104	105 - 119	120 - 134	135 - 149	150 - 164	165 - 179	180 - 194	195 - 209	210 - 224	225 - 239	240 - 254	255 - 269	270 - 284	285 - 299
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21	17	18	20	21	23	24	26	27	29	30	32	34	36	37	38	39	41	42	43	44	45

SALARY SYSTEM MATRIX

EFFECTIVE: 1990/91

Educational Experience Steps

Experience Steps	0	1 - 14	15 - 29	30 - 44	45 - 59	60 - 74	75 - 89	90 - 104	105 - 119	120 - 134	135 - 149	150 - 164	165 - 179	180 - 194	195 - 209	210 - 224	225 - 239	240 - 254	255 - 269	270 - 284	285 - 299
0	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
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